



Australian Government

SourceIT

IT Consultancy Services Contract

Release version 2.2

[Insert name of Customer] (**Customer**)

[Insert name of Contractor] (**Contractor**)

IT Consultancy Services Contract

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Contract Information

Date *[insert date]*

Parties

Name *[insert name of Customer]*
Short form name **Customer**

Name *[insert name of Contractor]*
Short form name **Contractor**

Background

- A The Customer requires the provision of certain information technology consultancy services.
- B The Contractor has fully informed itself on all aspects of the work required to be performed and has represented that it has the requisite skills and experience to perform that work.
- C The Customer has agreed to engage the Contractor to provide the Services on the terms and conditions contained in this Contract.

Agreed Terms

Part 1 – Services

1. Definitions and interpretation

1.1 Definitions

In this Contract, except where the contrary intention is expressed, the following definitions are used:

Accounting Standards	means the standards of that name maintained by the Australian Accounting Standards Board (created by section 226 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
Advisers	(a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.
Agency	(a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation (including a local authority); (b) a body established by the Governor-General or by a Minister of State of the Commonwealth including departments; or (c) an incorporated company over which the Commonwealth exercises control.
Agency Order Form	the form set out in Schedule 7.
Agreed Terms	clauses 1 to 31 of the Contract which set out terms and conditions agreed by the parties.
Auxiliary Material	any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes: (a) Third Party Material; (b) any modifications that may be required under clause 13.7(b); (c) error corrections or translations to that Material; or (d) derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material.
Business Day	(a) for receiving a notice under clause 30, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and (b) for all other purposes, any day that is not a Saturday or Sunday

	or a national public holiday, and a 'national public holiday' is a Commonwealth public service holiday throughout Australia promulgated in the Commonwealth of Australia Gazette.
Business Hours	from 8.00am to 6.00pm on a Business Day at the place where the Services are to be provided, unless specified otherwise in item 5 of the Contract Details.
Change Order	the form set out in Schedule 6.
Commencement Date	the date on which this Contract commences, as specified in item 6 of the Contract Details.
Commonwealth	the Commonwealth of Australia.
Commonwealth Protective Security Manual	the <i>Commonwealth Protective Security Manual 2005</i> , as amended or replaced from time to time.
Confidential Information	information that is by its nature confidential; and <ul style="list-style-type: none"> (a) is designated by a party as confidential and is described in Schedule 4 of this Contract; or (b) a party knows or ought to know is confidential, but does not include: <ul style="list-style-type: none"> (c) information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation.
Contract	this agreement between the Customer and the Contractor, as amended from time to time in accordance with clause 31.2, and includes its schedules and any attachments.
Contract Details	the details set out in Schedule 1.
Contract Material	any Material created by the Contractor on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract and includes any modifications that may be required under clause 13.7(b).
Contract Period	the Initial Contract Period plus any extension in accordance with clause 3.2.
Contractor	the party specified in item 2 of the Contract Details and includes its subcontractors and Personnel.
Contractor Representative	the person identified in item 4 of the Contract Details.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Customer	the party specified in item 1 of the Contract Details.
Customer Data	all data and information relating to the Customer, and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through

	software or equipment by or on behalf of the Customer.
Customer Material	any Auxiliary Material provided to the Contractor by the Customer, including the Material (if any) specified in item 16 of the Contract Details.
Customer Representative	the person identified in item 3 of the Contract Details.
Deliverable	any Contract Material or other item to be supplied by the Contractor under this Contract.
Documentation	the documentation to be provided by the Contractor under clause 7.
Fair Work Principles	the Australian Government Fair Work Principles released by the Minister for Employment and Workplace Relations on 31 July 2009 http://www.deewr.gov.au/Ministers/Gillard/Media/Releases/Pages/Article_090731_094936.aspx .
Fair Work Principles User Guide	the Fair Work Principles User Guide (January 2010) released by the Department of Education, Employment and Workplace Relations (available at www.deewr.gov.au/fairworkprinciples).
Harmful Code	any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of any software.
Initial Contract Period	the period of time for which this Contract is intended to continue, as specified in item 7 of the Contract Details.
Intellectual Property Rights	all intellectual property rights, including but not limited to, the following rights: <ul style="list-style-type: none"> (a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
LEADR	the dispute resolution association with that name and the Australian Business Number 69 008 651 232.
Legal Services Directions	the Commonwealth Attorney General's Legal Services Directions issued under section 55ZF of the <i>Judiciary Act 1903</i> (Cth), as amended or replaced from time to time.

Losses	liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).
Material	any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
Milestone	any fixed date to be met by the Contractor in performing any of its obligations under this Contract, as specified in the Statement of Work.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
Nominated Agency	an Agency, listed in item 10 of the Contract Details, which may require the provision of Services under this Contract.
Notice	a notice, demand, consent, approval or communication issued under this Contract.
Performance Criteria	the requirements set out in the Statement of Work for each Service and Deliverable.
Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Contractor, of a subcontractor.
Schedules	the schedules to this Contract.
Service Charges	the charges payable to the Contractor in accordance with Schedule 3.
Services	the consultancy services to be provided by the Contractor, as specified in the Statement of Work and includes the supply of the Deliverables.
Specified Personnel	the Contractor's subcontractors and Personnel specified in item 15 of the Contract Details.
Statement of Work	the details of the Services to be performed under this Contract, as set out in Schedule 2.
Third Party Material	Auxiliary Material in which a third party holds Intellectual Property Rights.
Warranted Materials	the Auxiliary Material provided by the Contractor, the Deliverables and Contract Material

1.2 Interpretation

In this Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;

- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to the time in the place where the obligation is to be performed;
- (g) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) if the Contractor is a trustee, the Contractor enters the Contract personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Contract;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (l) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;
- (p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (q) headings are for ease of reference only and do not affect interpretation.

1.3 Completion of Schedules

To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule, that item will be taken to be 'not applicable' for the purpose of this Contract.

2. Priority of Contract documents

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Schedules;
- (c) any attachments to the Schedules; and
- (d) documents incorporated by reference in this Contract.

3. Duration of Contract

3.1 Initial Contract Period

This Contract begins on the Commencement Date and continues for the duration of the Initial Contract Period unless terminated in accordance with clause 26.3 or 28.

3.2 Option to extend Contract Period

- (a) The Initial Contract Period may be extended by the Customer for further period(s), specified in item 8 of the Contract Details (each an **Option Period**), on the terms and conditions then in effect, by giving written notice to the Contractor. Such notice must:
 - (i) be at least 30 days; or
 - (ii) such other period as specified in item 9 of the Contract Details (**Option Notice Period**),before the end of the current Contract Period.
- (b) Any extension exercised in accordance with this clause 3.2 takes effect from the end of the then current Contract Period.

4. Services to other Agencies

4.1 Obligation to provide Services

The Contractor offers to provide the Services to any Nominated Agency in accordance with the requirements set out in this clause 4.

4.2 Request

A Nominated Agency may request the supply of Services in accordance with clause 4.1, by giving the Contractor a completed Agency Order Form.

4.3 Separate contracts

Each Agency Order Form agreed with the Contractor in accordance with this Contract will create a separate contract between the Contractor and:

- (a) the Commonwealth represented by the Nominated Agency (where that agency is subject to the *Financial Management and Accountability Act 1997* (Cth)); or
- (b) the Nominated Agency,

as the case requires, for the supply by the Contractor of the requested Services to the Nominated Agency. For the sake of clarity, the terms and conditions governing each such separate contract will be the same as the provisions of this Contract.

5. General obligations of the parties

The parties will, at all times:

- (a) act reasonably in performing their obligations and exercising their rights under this Contract;

- (b) diligently perform their respective obligations under this Contract; and
- (c) work together in a collaborative manner.

6. Provision of Services

6.1 Service obligations

The Contractor must supply the Services:

- (a) with due skill and care and to the best of the Contractor's knowledge and expertise;
- (b) in accordance with the Performance Criteria;
- (c) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in item 11 of the Contract Details;
- (d) using the Specified Personnel (if any);
- (e) in accordance with all applicable Laws;
- (f) in accordance with Commonwealth policies and specific requirements set out in Schedule 5;
- (g) in accordance with any reasonable directions in relation to the Services given by the Customer from time to time;
- (h) so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
- (i) otherwise in accordance with the provisions of this Contract.

6.2 Contractor warranties

The Contractor represents and warrants that:

- (a) it has the right to enter into this Contract;
- (b) it has all rights, title, licences, interests and property necessary to lawfully perform the Services;
- (c) it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- (d) the Services will be fit for the purpose as set out in the Statement of Work;
- (e) the Services will be complete, accurate and free from material faults; and
- (f) it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Customer's systems or any Deliverables any Harmful Code; and
- (g) if any Harmful Code is introduced, it will use all reasonable efforts promptly to report that introduction to the Customer and, where that Harmful Code is introduced as a result of a breach of clause 6.2(f), it will:
 - (i) take all necessary action to eliminate the Harmful Code; and
 - (ii) promptly, at its own cost, repair any harm or destruction caused by that Harmful Code.

6.3 Access to Customer's premises

The Customer must cooperate with the Contractor by providing access to its premises and facilities as reasonably necessary to enable the Contractor to provide the Services.

6.4 Conduct at Customer's premises

The Contractor must, if using or accessing the Customer's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

6.5 Subcontracting

The Contractor must:

- (a) not subcontract any aspect of the provision of the Services other than to those entities set out in item 12 of the Contract Details without the prior written approval of the Customer, which will not be unreasonably withheld;
- (b) not, in any event, enter into a subcontract under this Contract with a subcontractor named by the Director of Equal Opportunity for Women in the Workplace in a report to the responsible Minister as an employer currently not complying with the reporting requirements of the *Equal Opportunity for Women in the Workplace Act 1999* (Cth); and
- (c) ensure that any subcontractor approved under this Contract complies with:
 - (i) Clause 20 (Confidentiality and privacy);
 - (ii) Clause 21 (Protection of personal information);
 - (iii) Clause 22 (Conflict of interest);
 - (iv) Clause 23 (Security);
 - (v) Clause 25.2 (Access by Customer); and
 - (vi) Clause 29 (Knowledge transfer).

6.6 Fair Work Principles

- (a) The Contractor must comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of the Fair Work Principles and the Fair Work Principles User Guide, including by:
 - (i) complying with all applicable workplace relations, occupational health and safety, and workers' compensation laws;
 - (ii) informing the Customer of any adverse court or tribunal decision for a breach of workplace relations law, occupational health and safety laws, or workers' compensation laws made against it during the term of the Contract and any remedial action it has taken, or proposes to take, as a result of the decision;
 - (iii) providing the Customer any information the Customer reasonably requires to confirm that the Contractor (and any subcontractor) is complying with the Fair Work Principles; and
 - (iv) participate in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.

- (b) Compliance with the Fair Work Principles shall not relieve the Contractor from its responsibility to comply with its other obligations under this Contract.
- (c) If the Contractor does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to the Customer, the Customer shall be entitled to publish details of the Contractor's failure to comply (including the Contractor's name) and to otherwise provide those details to other Commonwealth agencies.
- (d) As far as practicable, the Contractor must:
 - (i) not use a Subcontractor in relation to this Contract where the Subcontractor would be precluded from contracting directly with the Commonwealth under the requirements of the Fair Work Principles; and
 - (ii) ensure that all subcontracts impose obligations on subcontractors equivalent to the obligations under the sub-clauses contained in clause 6.6.

7. Documentation

7.1 Provision of Documentation

The Contractor must give the Customer the Documentation specified in the Statement of Work in the format and at the times specified in the Statement of Work.

7.2 Documentation requirements

The Documentation must at the time of delivery:

- (a) be current and accurate;
- (b) adequately explain key terms and symbols; and
- (c) unless specified otherwise in item 13 of the Contract Details, be in English.

8. Varying the Services

8.1 Variations proposed by Customer

If the Customer wants to vary the Services:

- (a) the Customer must request the Contractor in writing setting out the proposed variations;
- (b) within 14 days after receiving the Customer's request or within another period agreed by the parties, the Contractor must respond in writing to the Customer specifying what impact those variations will have on:
 - (i) the Service Charges (see clause 8.3);
 - (ii) the Services or Deliverables, including any particular Deliverable;
 - (iii) the Contractor's ability to perform its obligations under this Contract (including its ability to meet Milestones); and
 - (iv) this Contract; and
- (c) within 14 days after receiving the Contractor's response, or within another period agreed by the parties, the Customer must give the Contractor a written notice accepting or rejecting the response.

8.2 Variations proposed by Contractor

If the Contractor wants to vary the Services:

- (a) the Contractor must request the Customer in writing setting out the proposed variations and specifying what impact those variations will have on:
 - (i) the Service Charges (see clause 8.3);
 - (ii) the Services or Deliverables, including any particular Deliverable;
 - (iii) the Contractor's ability to perform its obligations under this Contract (including its ability to meet Milestones); and
 - (iv) this Contract; and
- (b) within 14 days after receiving the request or within another period agreed by the parties, the Customer must give the Contractor a written notice accepting or rejecting the Contractor's request.

8.3 Changes to Service Charges

Changes to Service Charges associated with a variation in the Services must:

- (a) not exceed any reasonable additional cost; and
- (b) take fully into account any reduction in cost.

8.4 Effective date of variation

Any variation in the Services takes effect from the date on which the parties execute a Change Order. This Contract will be amended to give effect to the Change Order.

9. Co-operation with Personnel and contractors

The Contractor must in the performance of the Services under the Contract:

- (a) fully co-operate with the Customer's Personnel and other contractors; and
- (b) use its best efforts to coordinate its activities so as to support and facilitate, in the Customer's best interests, the timely and efficient completion of all work and other activities to be performed for the Customer by any person.

10. Monitoring progress

10.1 Progress meetings

The parties will meet at the times set out in the Statement of Work (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Contractor must ensure that the Contractor Representative and the Customer must ensure the Customer Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

10.2 Reporting

The Contractor must provide the Customer with reports in accordance with the Statement of Work.

11. Performance assessment

11.1 Assessment of Services

Each element of the Services is subject to assessment by the Customer against the relevant Performance Criteria.

11.2 Notice of non-compliant Services

- (a) If the Customer considers that all or part of the Services do not meet the Performance Criteria, the Customer must notify the Contractor within 5 Business Days (or such other period as specified in item 14 of the Contract Details) of assessing the Services against the Performance Criteria.
- (b) The Customer must include reasons for the Services not meeting the Performance Criteria in the notice given under clause 11.2(a).

11.3 Rectification of non-compliant Services

If the Customer notifies the Contractor that all or part of the Services do not meet the Performance Criteria, the Contractor must:

- (a) take all necessary steps to ensure that the Services are promptly corrected;
- (b) give notice to the Customer when the Services have been corrected; and
- (c) allow the Customer to repeat the assessment of all or part of the Services against the Performance Criteria,

within five Business Days after the date of the notice or such other time as agreed between the parties in writing.

11.4 Right to terminate

If any part of the Services do not meet the Performance Criteria on two or more occasions, the Customer may (in addition to its other remedies) terminate the Contract immediately under clause 28.2 by giving the Contractor written notice.

12. Personnel

12.1 Use of Specified Personnel

The Contractor must:

- (a) provide the Services or any part of the Services to which their particular expertise relates, with the active involvement of, and using the expertise of the Specified Personnel; and
- (b) ensure that each of the Specified Personnel is aware of and complies with the Contractor's obligations in providing the Services.

12.2 If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Contractor must notify the Customer immediately. The Contractor must:

- (a) if requested by the Customer, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and
- (b) obtain the Customer's written consent prior to appointing any such replacement person. The Customer's consent will not be unreasonably withheld.

12.3 Customer may request replacement of Personnel

The Customer may at any time request the Contractor to remove from work in respect of this Contract any of the Specified Personnel or the Contractor's subcontractors or Personnel. The Contractor must promptly arrange for the removal of such subcontractors or Personnel and their replacement in accordance with the process outlined in clause 12.2.

13. Intellectual Property Rights

13.1 Auxiliary Material

This clause 13 does not affect the ownership of the Intellectual Property Rights in any Auxiliary Material.

13.2 Third Party Material

The Contractor must obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of this Contract.

13.3 Selecting an ownership model for Intellectual Property Rights in Contract Material

NOTE TO USERS:

Two models for ownership of Intellectual Property Rights in Contract Material are set out below.

Under the first model, the Customer owns the Intellectual Property Rights in the Contract Material and provides a licence to the Contractor to use the Contract Material. Under the second model, the Contractor owns the Intellectual Property Rights in the Contract Material and provides a licence to the Customer to use the Contract Material.

Users are to select a model through item 16 of the Contract Details. If no model is selected, the first model will apply. The first model is not, however, intended to represent a default position. The Customer should, therefore, not rely on the position set out in the first model without considering the appropriateness of both ownership models and whether other ownership and licensing models would be more suitable. Please refer to the User Notes for further guidance.

This note should be deleted prior to execution of the Contract.

- (a) The ownership model for Intellectual Property Rights in Contract Material is the model set out in item 16 of the Contract Details.
- (b) If no ownership model is selected in item 16 of the Contract Details, clause 13.4 applies and clause 13.5 in its entirety, does not apply to this Contract.
- (c) Each party must, at its own cost, do all things and execute all documents necessary or convenient to give effect to the ownership model.

13.4 Customer ownership of Intellectual Property Rights in Contract Material

- (a) All Intellectual Property Rights in the Contract Material vest in the Customer.
- (b) Unless otherwise specified in item 17 of the Contract Details, to the extent that:
 - (i) the Customer needs to use any of the Auxiliary Material provided by the Contractor to receive the full benefit of the Services (including the Contract Material), the Contractor grants to, or must obtain for, the Customer for the period specified in item 17 of the Contract Details, a world-wide, royalty free, non-

exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Auxiliary Material;

(ii) the Contractor needs to use any of the:

(A) Customer Material; or

(B) Contract Material,

for the purpose of performing its obligations under this Contract, the Customer grants to the Contractor, subject to any conditions or restrictions specified in item 18 of the Contract Details and any direction by the Customer, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Material solely for the purpose of providing the Services.

(c) The licence granted to the Customer under clause 13.4(b)(i) does not include a right to exploit the Auxiliary Material for the Customer's commercial purposes.

13.5 Contractor ownership of Intellectual Property Rights in Contract Material

(a) If specified in item 16 of the Contract Details, all Intellectual Property Rights in the Contract Material vest in the Contractor.

(b) Unless otherwise specified in item 19 of the Contract Details, to the extent that:

(i) the Customer needs to use any of the:

(A) Auxiliary Material provided by the Contractor; or

(B) Contract Material,

to receive the full benefit of the Services, the Contractor grants to, or must obtain for, the Customer for the period specified in item 19 of the Contract Details a world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material; or

(ii) the Contractor needs to use any of the Customer Material for the purpose of performing its obligations under this Contract, the Customer grants to the Contractor, subject to any conditions or restrictions specified in item 18 of the Contract Details and any direction by the Customer, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such Material solely for the purpose of providing the Services.

(c) The licence granted to the Customer under clause 13.5(b)(i) does not include a right to exploit the Auxiliary Material or the Contract Material for the Customer's commercial purposes.

13.6 Warranty

The Contractor warrants that:

(a) the Warranted Materials and the Customer's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and

(b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in this clause 13.

13.7 Remedy for breach of warranty

If someone claims, or the Customer reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights the Contractor must, in addition to the indemnity under clause 17 and to any other rights that the Customer may have against it, promptly, at the Contractor's expense:

- (a) use its best efforts to secure the rights for the Customer to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

14. Moral Rights

14.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of the Customer, the Contractor must:

- (a) give, where the Contractor is an individual; and
- (b) use its best endeavours to ensure that each of the Personnel used by the Contractor in the production or creation of the Contract Material gives,

genuine consent in writing, in a form acceptable to the Customer, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

14.2 Specified Acts

In this clause, unless otherwise specified in item 20 of the Contract Details, **Specified Acts** means:

- (a) falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act 1968 (Cth));
- (b) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- (c) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- (d) adding any additional content or information to the Contract Material.

Part 2 – General requirements

15. Payment

15.1 Obligation to pay charges

Subject to this clause and the Services meeting the Performance Criteria, the Customer must pay to the Contractor the Service Charges as set out in Schedule 3.

15.2 Contractor to provide invoice

The Contractor must provide a correctly rendered invoice to the Customer for the Service Charges in accordance with the requirements specified in Schedule 3.

15.3 Due date for payment

Unless otherwise specified in Schedule 3, the Customer must make payment of a correctly rendered invoice within 30 days after receiving the invoice.

15.3.1 Payment of simple interest

- (a) If the Contractor is a small business (ie. an enterprise that employs less than the full time equivalent of 20 persons) and the Contract is for a value of up to A\$1 million (GST inclusive), it is Commonwealth policy that Contracts for procurement of goods or services with a small business, must also provide that if full payment is not made by the Customer within 30 days [or any shorter period specified in the Contract] of receipt of a correctly rendered invoice, the Customer must pay simple interest on the unpaid amount ('Contract Amount') when the amount of interest exceeds \$10.
- (b) If the Contractor is a small business, the Contract is for a value of up to A\$1 million (GST inclusive) and the Customer fails to pay to an amount payable by it under this Contract by the day it is due for payment and payable, the Customer agrees to pay simple interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day from the day after the amount was due up to and including the day that payment is made in accordance with the formula set out in clause 15.3.1(e). Interest is only payable by the Customer when the amount of interest exceeds \$10 and the Contractor has issued a correctly rendered invoice in relation to the interest.
- (c) For the purpose of this clause 15.3.1:
- (d)
 - (i) 'General Interest Charge Rate' means the general interest charge rate determined under section 8AAD of the Taxation Administration Act 1953 on the day payment is due, expressed as a decimal rate per day; and
 - (ii) 'The day that payment is made' is the day when the Customer's system generates a payment request into the banking system for payment to the Contractor.
- (e) $SI = UA \times GIC \times D$, where:
 - SI = simple interest amount;
 - UA = the unpaid amount;
 - GIC = General Interest Charge daily rate; and
 - D = the number of days from the day after payment was due up to and including the day that payment is made.

15.4 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Customer to the Contractor under this Contract.

15.5 Expenses

Unless specified otherwise in Schedule 3, the Contractor must not charge the Customer for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Service Charges. The Customer is under no obligation to pay any amount in excess of the Service Charges.

16. GST

16.1 Interpretation

In this clause 16, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

16.2 GST gross up

If a party (**Supplier**) makes a supply under or in connection with this Contract in respect of which GST is payable, the recipient of the supply (**Recipient**) must pay to the Supplier, an additional amount equal to the GST payable on the supply (**GST Amount**).

16.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 16.2.

16.4 Exclusion of GST from calculations

If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment will be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

16.5 Adjustments

- (a) If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 16.2 such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 16.2.
- (c) If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 14 days after becoming aware of the adjustment.

16.6 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this Contract until it receives a tax invoice for the supply to which the payment relates.

17. Indemnity

17.1 Indemnity by the Contractor

The Contractor indemnifies the Customer and its subcontractors and Personnel against Losses reasonably sustained or incurred by the Customer as a result of a claim made or threatened by a third party arising out of or in connection with:

- (a) any negligent, unlawful or wilfully wrong act or omission of the Contractor or its subcontractors or Personnel; or
- (b) an allegation that any Services or Warranted Materials (including the use of any Services or Warranted Materials by the Customer or its subcontractors or Personnel) infringes the Intellectual Property Rights or Moral Rights of the third party. For the purposes of this clause 17.1(b), an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.

17.2 Customer's obligations

Where the Customer wishes to enforce an indemnity under clause 17.1 it must:

- (a) give written notice to the Contractor as soon as practical;
- (b) make reasonable efforts to mitigate the relevant Loss;
- (c) subject to the Contractor agreeing to comply at all times with clause 17.3, permit the Contractor, at the Contractor's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiation or litigation that may follow; and
- (d) in the event that the Contractor is permitted to handle negotiations or conduct litigation on behalf of the Customer under clause 17.2(c), provide all reasonable assistance to the Contractor in the handling of any negotiations and litigation.

17.3 Contractor's obligations

In the event that the Contractor is permitted to handle negotiations or conduct litigation on behalf of the Customer under clause 17.2(c), the Contractor must:

- (a) comply with government policy and obligations, as if the Contractor were the Customer, relevant to the conduct of the litigation and any settlement negotiation (including but not limited to the Legal Services Directions) and any direction issued by the Attorney General to the Commonwealth or delegate;
- (b) keep the Customer informed of any significant developments relating to the conduct of the defence or settlement of any claim; and
- (c) provide to the Customer such information and documentation as are reasonably requested by the Customer, to enable the Customer to ascertain whether the defence or settlement by the Contractor of any claim is being conducted in accordance with the requirements of the Legal Services Directions, including any requirements relating to legal professional privilege and confidentiality.

18. Liability

18.1 Relevant Law

The liability of a party for breach of this Contract, or in tort, or for any other common law or statutory cause of action arising out of the operation of this Contract, will be determined under the relevant law in Australia that is recognised, and would be applied, by the High Court of Australia.

18.2 Limitation

- (a) The liability of each party arising out of or in connection with this Contract (including under any indemnity) is, subject to clause 18.2(b), limited to the amount specified in item 21 of the Contract Details.
- (b) Unless specified otherwise in item 22 of the Contract Details, any limit on the liability of each party under clause 18.2(a) does not apply in relation to liability relating to:
 - (i) personal injury (including sickness and death);
 - (ii) loss of, or damage to, tangible property;
 - (iii) an infringement of Intellectual Property Rights;
 - (iv) a breach of any obligation of confidentiality, security matter or privacy; or
 - (v) any breach of statute or any wilfully wrong act or omission including, in the case of the Contractor, any act or omission that constitutes repudiation of the Contract.
- (c) Unless specified otherwise in item 23 of the Contract Details, the limitation of liability specified in clause 18.2(a) applies in respect of each single occurrence or a series of related occurrences arising from a single cause.

18.3 Review of limitation

- (a) The parties acknowledge that the limitation of liability specified in item 21 of the Contract Details will be subject to review in the event that the Contract is varied or extended.
- (b) For the avoidance of doubt, a party may require a review of the limitation of liability specified in clause 18.2 as a condition of its acceptance to a variation request under clause 8, but only for the purpose of achieving a proportionate adjustment to reflect any alteration to that party's risk exposure arising out of that variation.

18.4 Contribution

The liability of a party (**Party A**) for any Losses incurred by another party (**Party B**) will be reduced proportionately to the extent that:

- (a) any negligent act or omission of Party B (or of its subcontractors or Personnel); or
- (b) any failure by Party B to comply with its obligations and responsibilities under this Contract,

contributed to those losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of contract.

19. Insurance

19.1 Obligation to maintain insurance

In connection with the provision of the Services, the Contractor must have and maintain:

- (a) for the Contract Period, valid and enforceable insurance policies for:
 - (i) public liability;
 - (ii) either professional indemnity or errors and omissions;
 - (iii) workers' compensation as required by law; and
 - (iv) any additional types specified in item 24 of the Contract Details; and
- (b) for seven years following the expiry or termination of the Contract, valid and enforceable insurance policies for either professional indemnity or errors and omissions,

in the amounts specified in item 25 of the Contract Details.

19.2 Certificates of currency

The Contractor must, on request by the Customer, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this clause 19.

20. Confidentiality and privacy

20.1 Confidential Information not to be disclosed

- (a) Subject to clause 20.3, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- (b) In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

20.2 Written undertakings

- (a) A party may at any time require the other party to arrange for:
 - (i) its Advisers; or
 - (ii) any other third party, other than a Customer's employee, to whom information may be disclosed pursuant to clause 20.3(a) or (e),

to give a written undertaking in the form set out in Schedule 8 or, where Schedule 8 does not include a form of undertaking, in the form of a deed reasonably acceptable to the other party and relating to the use and non-disclosure of the other party's Confidential Information.

- (b) If the other party receives a request under clause 20.2(a), it must promptly arrange for all such undertakings to be given.

20.3 Exceptions to obligations

The obligations on the parties under this clause 20 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;

- (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- (c) is disclosed by the Customer to the responsible Minister;
- (d) is disclosed by the Customer, in response to a request by a House or a Committee of the Parliament of the Commonwealth;
- (e) is shared by the Customer within the Customer's organisation, or with another Agency, where this serves the Commonwealth's legitimate interests;
- (f) is authorised or required by law, including under this Contract, under a licence or otherwise, to be disclosed; or
- (g) is in the public domain otherwise than due to a breach of this clause 20.

20.4 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- (a) pursuant to clauses 20.3(a), (b) or (e), the disclosing party must:
 - (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) pursuant to clauses 20.3(c) and (d), the disclosing party must notify the receiving party that the information is Confidential Information.

20.5 Additional confidential information

- (a) The parties may agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract.
- (b) Where the parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of this Contract, on the date by which both parties have signed this documentation.

20.6 Period of confidentiality

The obligations under this clause 20 continue, notwithstanding the expiry or termination of this Contract:

- (a) in relation to an item of information described in Schedule 4, for the period set out in that Schedule in respect of that item; and
- (b) in relation to any information which the parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the parties in writing in respect of that information.

20.7 No reduction in privacy obligations

Nothing in this clause 20 derogates from any obligation which either party may have either under the *Privacy Act 1988* (Cth) as amended from time to time, or under this Contract, in relation to the protection of personal information.

21. Protection of personal information

21.1 Application of the clause

This clause applies only where the Contractor deals with personal information when, and for the purpose of, providing Services under this Contract.

21.2 Obligations

The Contractor acknowledges that it is a ‘contracted service provider’ within the meaning of section 6 of the *Privacy Act 1988* (Cth) (the **Privacy Act**), and agrees in respect of the provision of Services under this Contract:

- (a) to use or disclose personal information obtained during the course of providing Services under this Contract, only for the purposes of this Contract;
- (b) not to do any act or engage in any practice that would breach an IPP contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;
- (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under that Act;
- (d) to notify individuals whose personal information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Privacy Commissioner who has power to award compensation against the Contractor in appropriate circumstances;
- (e) not to use or disclose personal information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), an NPP (particularly NPPs 7 to 10) or an APC, where that section, NPP or APC is applicable to the Contractor, unless:
 - (i) in the case of section 16F – the use or disclosure is necessary, directly or indirectly, to discharge an obligation of this Contract; or
 - (ii) in the case of an NPP or an APC – where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice which is authorised by this Contract is inconsistent with the NPP or APC;
- (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with an NPP or an APC binding a party to this Contract;
- (g) to immediately notify the Customer if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 21, whether by the Contractor or any subcontractor;
- (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner, to the extent that they are not inconsistent with the requirements of this clause 21; and
- (i) to ensure that any employee of the Contractor who is required to deal with personal information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this clause 21.

21.3 Subcontracts

The Contractor must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause 21, including the requirement in relation to subcontracts.

21.4 Indemnity

The Contractor agrees to indemnify the Customer in respect of any Loss suffered or incurred by the Customer which arises directly or indirectly from a breach of any of the obligations of the Contractor under this clause 21, or a subcontractor under the subcontract provisions referred to in clause 21.3.

21.5 Definitions

In this clause 21, the terms ‘agency’, ‘approved privacy code’ (**APC**), ‘Information Privacy Principles’ (**IPPs**), and ‘National Privacy Principles’ (**NPPs**) have the same meaning as they have in section 6 of the Privacy Act, and ‘personal information’, which also has the meaning it has in section 6 of the Privacy Act, means:

‘information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion’.

22. Conflict of interest

22.1 Warranty that there is no conflict of interest

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract.

22.2 Notification of a conflict of interest

If, during the performance of the Services a conflict of interest arises, or appears likely to arise, the Contractor must:

- (a) notify the Customer immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the Customer reasonably requires to resolve or otherwise deal with the conflict.

23. Security

23.1 Compliance with Customer requirements

The Contractor must, and must ensure that its subcontractors and Personnel comply with:

- (a) all relevant security and other requirements specified in the Commonwealth Protective Security Manual;
- (b) any additional security requirements specified in item 26 of the Contract Details; and
- (c) any other security procedures or requirements notified, in writing, by the Customer to the Contractor. The Contractor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

23.2 Security clearance

- (a) The Customer may, from time to time, notify the Contractor of the level of security or access clearance applicable to the Contractor's subcontractors or Personnel, and the date from which, or the period during which, that clearance will be effective and the Contractor must comply with and ensure its subcontractors and Personnel act in accordance with that notice.
- (b) Unless otherwise specified in item 27 of the Contract Details, the Contractor is responsible for all costs associated with obtaining security clearances.

23.3 Removal of Customer Data

The Contractor must not, and must ensure that its subcontractors and Personnel do not:

- (a) remove Customer Data or allow Customer Data to be removed from the Customer's premises; or
- (b) take Customer Data or allow Customer Data to be taken outside of Australia, without the Customer's prior written consent.

24. Books and records

24.1 Contractor to keep books and records

The Contractor must:

- (a) keep and require its subcontractors to keep adequate books and records, in accordance with Australian Accounting Standards, in sufficient detail to enable the amounts payable by the Customer under this Contract to be determined; and
- (b) retain and require its subcontractors to retain for a period of seven years after termination or expiration of this Contract all books and records relating to the Services.

24.2 Costs

The Contractor must bear its own costs of complying with this clause.

24.3 Survival

This clause applies for the Contract Period and for a period of seven years from the termination or expiry of this Contract.

25. Audit and access

25.1 Right to conduct audits

The Customer or a representative may conduct audits relevant to the performance of the Contractor's obligations under this Contract. Audits may be conducted of:

- (a) the Contractor's operational practices and procedures as they relate to this Contract, including security procedures;
- (b) the accuracy of the Contractor's invoices and reports in relation to the provision of the Services under this Contract;
- (c) the Contractor's compliance with its confidentiality, privacy and security obligations under this Contract;

- (d) material (including books and records) in the possession of the Contractor relevant to the Services or Contract; and
- (e) any other matters determined by the Customer to be relevant to the Services or Contract.

25.2 Access by Customer

- (a) The Customer may, at reasonable times and on giving reasonable notice to the Contractor:
 - (i) access the premises of the Contractor to the extent relevant to the performance of this Contract;
 - (ii) require the provision by the Contractor, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Customer by use of the Customer's existing computer hardware and software;
 - (iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Contractor, its employees, agents or subcontractors; and
 - (iv) require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Customer, and any inquiry conducted by Parliament or any Parliamentary committee.
- (b) The Contractor must provide access to its computer hardware and software to the extent necessary for the Customer to exercise its rights under this clause, and provide the Customer with any reasonable assistance requested by the Customer to use that hardware and software.

25.3 Conduct of audit and access

The Customer must use reasonable endeavours to ensure that:

- (a) audits performed pursuant to clause 25.1; and
- (b) the exercise of the general rights granted by clause 25.2 by the Customer,

do not unreasonably delay or disrupt in any material respect the Contractor's performance of its obligations under the Contract.

25.4 Costs

- (a) Except as set out in clause 25.4(b), each party must bear its own costs of any reviews and/or audits.
- (b) If the Contractor is able to substantiate that it has incurred direct expenses in the Customer's exercise of the rights granted under clause 25.1 or clause 25.2 which, having regard to the value of this Contract, are substantial, the Customer and the Contractor will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated.

25.5 Auditor-General and Privacy Commissioner

The rights of the Customer under clause 25.2(a)(i) to 25.2(a)(iii) apply equally to the Auditor-General or a delegate of the Auditor-General, or the Privacy Commissioner or a delegate of the

Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers.

25.6 Contractor to comply with Auditor-General's requirements

The Contractor must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Privacy Commissioner's or his or her delegate's requirements, notified under clause 25.2, provided such requirements are legally enforceable and within the power of the Auditor-General, the Privacy Commissioner, or his or her respective delegate.

25.7 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with the Contract.

25.8 Subcontractor requirements

The Contractor must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause.

25.9 No restriction

Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Customer under this Contract are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

25.10 Survival

This clause applies for the Contract Period and for a period of seven years from the termination or expiry of this Contract.

26. Unforeseen events

26.1 Occurrence of unforeseen event

A party (**Affected Party**) is excused from performing its obligations under this Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Contractor only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.

26.2 Notice of unforeseen event

When the circumstances described in clause 26.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Contract.

26.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under clause 26.1 continues for a period of more than 14 consecutive days or other period as specified in item 28 of the Contract Details, the other party may terminate the Contract immediately by giving the Affected Party written notice.

26.4 Consequences of termination

If this Contract is terminated under clause 26.3:

- (a) each party will bear its own costs and neither party will incur further liability to the other; and
- (b) where the Contractor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in clause 26.1.

27. Dispute resolution

27.1 No arbitration or court proceedings

If a dispute arises in relation to the conduct of this Contract (**Dispute**), a party must comply with this clause 27 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 27.

27.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

27.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 27.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of CEOs (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

27.4 Appointment of mediator

If the parties to the Dispute cannot agree on a mediator within seven days after a request under clause 27.3, the chairperson of LEADR or the chairperson's nominee will appoint a mediator.

27.5 Role of mediator and obligations of parties

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party to the Dispute except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within 21 days of the request for mediation in clause 27.3. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

27.6 Confidentiality

Any information or documents disclosed by a party under this clause 27:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

27.7 Costs

Each party to a Dispute must pay its own costs of complying with this clause 27. The parties to the Dispute must equally pay the costs of any mediator.

27.8 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to each other party after it has complied with clauses 27.1 to 27.5. Clauses 27.6 and 27.7 survive termination of the dispute resolution process.

27.9 Breach of this clause

If a party to a Dispute breaches clauses 27.1 to 27.8, the other party does not have to comply with those clauses in relation to the Dispute.

28. Termination

28.1 Termination and reduction for convenience

- (a) The Customer may, at any time, by notice, terminate this Contract or reduce the scope of the Services, including for a machinery of government change.
- (b) On receipt of a notice of termination or reduction the Contractor must:
 - (i) stop work as specified in the notice;
 - (ii) take all available steps to minimise loss resulting from that termination and to protect Customer Material and Contract Material; and
 - (iii) continue work on any part of the Services not affected by the notice.
- (c) If this Contract is terminated under clause 28.1, the Customer is liable only for:
 - (i) payments under clause 15 for Services rendered before the effective date of termination; and
 - (ii) reasonable costs incurred by the Contractor and directly attributable to the termination.
- (d) If the scope of the Services is reduced, the Customer's liability to pay the Service Charges or to provide Customer Material abates in accordance with the reduction in the Services.
- (e) The Customer is not liable to pay compensation under clause 28.1(c)(ii) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Contract, exceed the total Service Charges payable under this Contract.
- (f) The Contractor is not entitled to compensation for loss of prospective profits.

28.2 Termination by the Customer for default

- (a) Without limiting any other rights or remedies the Customer may have against the Contractor arising out of or in connection with this Contract, the Customer may terminate this Contract effective immediately by giving notice to the Contractor if:
 - (i) the Contractor breaches a material provision of this Contract where that breach is not capable of remedy;
 - (ii) the Contractor breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or
 - (iii) an event specified in clause 28.2(c) happens to the Contractor.
- (b) Without limitation, for the purposes of clause 28.2(a), each of the following constitutes a breach of a material provision:
 - (i) breach of warranty under clause 6.2 (Contractor warranties);
 - (ii) a failure to comply with clause 6.6 (Fair Work Principles);

- (iii) a failure to comply with clause 12 (Personnel);
- (iv) a failure to comply with clause 13 (Intellectual Property Rights);
- (v) a failure to comply with clause 19 (Insurance);
- (vi) a failure to comply with clause 20 (Confidentiality and privacy);
- (vii) a failure to comply with clause 21 (Protection of personal information); or
- (viii) a failure to notify the Customer of a conflict of interest under clause 22 (Conflict of interest).

(c) The Contractor must notify the Customer immediately if:

- (i) the Contractor being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Contractor;
- (ii) the Contractor disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- (iii) the Contractor ceases to carry on business;
- (iv) the Contractor ceases to be able to pay its debts as they become due;
- (v) the Contractor being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed;
- (vi) the Contractor being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or
- (vii) where the Contractor is a partnership, any step is taken to dissolve that partnership.

In this clause, **controller**, **managing controller** and **administrator** have the same meanings as in the Corporations Act.

28.3 Termination by the Contractor for default

Without limiting any other rights or remedies the Contractor may have against the Customer arising out of or in connection with this Contract, the Contractor may terminate this Contract by giving at least 5 Business Days notice to the Customer if the Customer:

- (a) has not paid a correctly rendered invoice or has not notified the Contractor that it disputes the charges specified under an invoice within 60 days of receipt of that invoice; and
- (b) the Contractor has given the Customer:
 - (i) a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Customer at least 30 days to pay the invoice; and
 - (ii) a second notice 15 days after the first notice, referring to the first notice and giving the Customer at least 15 days to pay the invoice.

28.4 After termination

On termination of this Contract the Contractor must:

- (a) stop work on the Services;
- (b) deal with Customer Material as reasonably directed by the Customer; and
- (c) return all the Customer's Confidential Information to the Customer.

28.5 Survival

The following clauses survive the termination and expiry of this Contract:

- (a) Clause 13 (Intellectual Property);
- (b) Clause 17 (Indemnity);
- (c) Clause 19 (Insurance);
- (d) Clause 20 (Confidentiality and privacy);
- (e) Clause 21 (Protection of personal information);
- (f) Clause 23 (Security);
- (g) Clause 25 (Audit and access); and
- (h) Clause 29 (Knowledge transfer).

28.6 Termination does not affect accrued rights

Termination of this Contract does not affect any accrued rights or remedies of a party.

29. Knowledge transfer

Subject to any qualification or provision to the contrary in the Statement of Work, the Contractor must provide the following assistance to the Customer on termination or expiration of this Contract:

- (a) transferring or providing access to the Customer to all information stored by whatever means held by the Contractor or under the control of the Contractor in connection with this Contract; and
- (b) making Specified Personnel and Contractor Personnel available for discussions with the Customer as may be required. The time, length and subject of these discussions will be at the sole discretion of the Customer, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the Contractor.

30. Notices and other communications

30.1 Service of notices

A Notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in item 29 of the Contract Details, as varied by any Notice given by the recipient to the sender.

30.2 Effective on receipt

A Notice given in accordance with clause 30.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 6.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

31. Miscellaneous

31.1 Ownership of Contract

All copyright and other Intellectual Property Rights contained in this Contract remain the property of the Customer.

31.2 Varying the Contract

This Contract may be varied only in writing signed by each party.

31.3 Approvals and consents

Except where this Contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract.

31.4 Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the other party.

31.5 Costs

Each party must pay its own costs of negotiating, preparing and executing this Contract.

31.6 Counterparts

This Contract may be executed in counterparts. All executed counterparts constitute one document.

31.7 No merger

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

31.8 Entire agreement

This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

31.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

31.10 Severability

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

31.11 Waiver

Waiver of any provision of or right under this Contract:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and

- (b) is effective only to the extent set out in any written waiver.

31.12 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Contract does not create a relationship of employment, agency or partnership between the parties.

31.13 Announcements

- (a) The Contractor must, before making a public announcement in connection with this Contract or any transaction contemplated by it, obtain the Customer's agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).
- (b) If the Contractor is required by law or a regulatory body to make a public announcement in connection with this Contract or any transaction contemplated by this Contract the Contractor must, to the extent practicable, first consult with and take into account the reasonable requirements of the Customer.
- (c) Where reasonably practicable, the Customer must, on or before making a public announcement in connection with this Contract or any transaction contemplated by it, provide notice to the Contractor of the general nature of the announcement. For the avoidance of doubt, the Customer does not require the consent of the Contractor to the making of the announcement.

31.14 Governing law and jurisdiction

This Contract is governed by the law specified in item 30 of the Contract Details and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

Schedule 1 – Contract Details

Item number	Description	Clause Reference	Details
1.	Customer details	1.1	<i>[insert name of Customer] [insert street address] [insert ABN]</i>
2.	Contractor details	1.1	<i>[insert name of Contractor] [insert street address] [insert ABN]</i>
3.	Customer Representative	1.1	<i>[insert position and/or name of the Customer's representative]</i>
4.	Contractor Representative	1.1	<i>[insert position and/or name of Contractor's representative]</i>
5.	Business Hours	1.1	<i>[if Business Hours differ from those specified in the definition, specify alternative hours here. Otherwise insert 'not applicable']</i>
6.	Commencement Date	1.1 and 3.1	<i>[insert date Contract is to commence eg, dd/mm/yy]</i>
7.	Initial Contract Period	1.1 and 3.1	<i>[insert the initial period of time for which the Contract will continue, eg 2 years]</i>
8.	Option Period	3.2	<i>[insert Option Period eg, 2 periods each being 1 year in duration. Otherwise insert 'not applicable']</i>
9.	Option Notice Period	3.2	<i>[if Option Notice Period is to be other than 30 days, insert alternative Option Notice Period (eg, 45 days). Otherwise insert 'not applicable']</i>
10.	Nominated Agency	1.1 and 4	<i>[insert name(s) of any Nominated Agencies. Otherwise insert 'not applicable']</i>
11.	Relevant Industry Standards	6.1(c)	<i>[insert relevant Industry Standards, best practice and guidelines (if any). Otherwise insert 'not applicable']</i>
12.	Subcontractors	6.5	<i>[insert names and ABNs of any subcontractors. Otherwise insert 'not applicable']</i>
13.	Language of Documentation	7.2	<i>[if the Documentation is to be in a language other than English, specify the required language here. Otherwise insert 'not applicable']</i>

Item number	Description	Clause Reference	Details
14.	Period for notification	11.2	<i>[if the period for notification is to be a period other than 5 Business Days of assessing the Services against the Performance Criteria, specify the relevant timeframe here. Otherwise insert 'not applicable']</i>
15.	Specified Personnel	12	<i>[insert names and positions of Specified Personnel. Otherwise insert 'not applicable']</i>
16.	Intellectual Property Rights – Ownership of Contract Material	13.3	<p><i>[parties are to select one of the following. Refer to the note to users at clause 13.3 for further information]</i></p> <p><input type="checkbox"/> clause 13.4 (Customer Ownership of and licence to Intellectual Property Rights in Contract Material) is to apply</p> <p><input type="checkbox"/> clause 13.5 (Contractor Ownership of and licence to Intellectual Property Rights in Contract Material) is to apply</p>
17.	Intellectual Property Rights - licences	13.4(b)	<p>Where clause 13.4 (Customer Ownership of and licence to Intellectual Property Rights in Contract Material) is to apply:</p> <ol style="list-style-type: none"> 1. Period of Customer's licence is: <i>[Insert the duration of the Customer's licence to use the Auxiliary Material provided by the Contractor. For example, will the licence be perpetual, for the Contract Period or for some other period]</i> 2. <i>[If the terms of the licence are to differ from that provided in clause 13.4(b) state the position here]</i>
18.	Customer Material	1.1, 13.4(b) and 13.5(b)	<i>[insert specific Material to be provided to the Contractor by the Customer (if any) and any restrictions on the use of the Material. Otherwise insert 'not applicable']</i>
19.	Intellectual Property Rights – licences	13.5(b)	<p>Where clause 13.5 (Contractor ownership of and licence to Intellectual Property Rights in Contract Material) is to apply:</p> <ol style="list-style-type: none"> 1. Period of Customer's licence is: <i>[Insert the duration of the Customer's</i>

Item number	Description	Clause Reference	Details
			<p><i>licence to use the Auxiliary Material provided by the Contractor, and Contract Material. For example, will the licence be perpetual, for the Contract Period or for some other period]</i></p> <p>2. <i>[If the terms of the licence are to differ from that provided in clause 13.5(b) state the position here]</i></p>
20.	Moral Rights – Specified Acts	14.2	<i>[if the Customer wants to perform additional acts with the Contract Material other than those listed in clause 14.2, these should be set out here. Otherwise insert 'not applicable']</i>
21.	Limitation of liability – cap	18.2(a)	<i>[specify the amount to which liability is to be limited]</i>
22.	Limitation of liability – limitation on types of liability	18.2(b)	<i>[if the parties are to have limited liability for any of the types of liability described in clause 18.2(b), those types of liability should be specified here]</i>
23.	Limitation of liability – aggregate or per occurrence	18.2(c)	<i>[if the limitation of liability is not to apply in respect of each single occurrence or a series of related occurrences arising from a single cause then specify the basis on which it is to apply e.g., in aggregate over the Contract Period]</i>
24.	Additional insurance	19.1	<i>[insert any additional types of insurance the Contractor is required to maintain. Otherwise insert 'not applicable']</i>
25.	Insurance quantum	19.1	<p>Public liability insurance for an insured amount of [<i>\$ insert amount</i>] per occurrence and not less than [<i>\$ insert amount</i>] in aggregate</p> <p>Either professional indemnity or errors and omissions insurance for an insured amount of [<i>\$ insert amount</i>] per occurrence and not less than [<i>\$ insert amount</i>] in aggregate</p> <p>Workers compensation as required by law</p> <p><i>[insert amount required of any other type of insurance specified at item 24 above]</i></p>

Item number	Description	Clause Reference	Details
26.	Security	23.1	<i>[insert any security requirements additional to those specified in clause 23. Otherwise insert 'not applicable']</i>
27.	Costs of security clearances	23.2	<i>[if the position as to payment for security clearances is to differ from that provided in clause 23.2(a), state the position here. Otherwise insert 'not applicable']</i>
28.	Unforeseen events termination period	26.3	<i>[if a termination period other than 14 days will apply in the event of an 'unforeseen event,' specify it here. Otherwise insert 'not applicable']</i>
29.	Address for Notices	30.1	<p>Customer: <i>[insert name and/or position of person to receive notices]</i> <i>[insert postal address]</i> <i>[insert physical address]</i> <i>[insert facsimile number]</i></p> <p>Contractor: <i>[insert name and/or position of person to receive notices]</i> <i>[insert postal address]</i> <i>[insert physical address]</i> <i>[insert facsimile number]</i></p>
30.	Governing Law	31.14	<i>[insert the law which is to govern the Contract eg Australian Capital Territory]</i>

Schedule 2 – Statement of Work

Note: Insert particulars of the Services and Deliverables to be provided under this Contract in this Schedule. The format of this Schedule is provided as an example only and may be amended to address particular Customer requirements

1. Purpose (clause 6)

Note: Insert a brief summary of the:

- (a) *business requirements of the Customer relevant to provision of the Services; and*
- (b) *purpose of procuring the Services.*

2. Services (clauses 1.1 and 6)

Note: Insert details of Services here

	Description of Services (attach additional pages if required)	Milestone
1.		
2.		
3.		
4.		
5.		

3. Deliverables (clauses 1.1 and 13.6)

Note: Insert details of Deliverables here, including Milestones

	Deliverables	Milestone
1.		
2.		
3.		
4.		
5.		

4. Documentation (clause 7)

Note: Insert details of Documentation here, including required format and Milestones

	Documentation	Format	Milestone
1.			
2.			
3.			
4.			
5.			

5. Performance Criteria (clauses 1.1 and 11)

Note: Insert details of Performance Criteria against which the Services and Deliverables will be assessed, and the date of assessment

	Service/Deliverable	Performance Criteria	Assessment date
1.			
2.			
3.			
4.			
5.			

6. Progress meetings (clause 10.1)

Note: Insert details of attendees, frequency (eg. weekly, monthly) and place of meetings

Meeting	Attendees	Frequency	Place

7. Reporting (clause 10.2)

Note: Insert details of required reports, including content, frequency (eg. weekly, monthly) and dates due

Report type and content	Frequency	Milestone

8. Knowledge Transfer (clause 29)

Note: If requirements for Knowledge Transfer are different to those specified in clause 29, specify the requirements here

Requirement	Milestone

Schedule 3 – Payment

Note: Insert details of all relevant charges, costs or fees for the performance of the Services and provision of Deliverables and when each item is payable. All Service Charges are GST exclusive. The format of this Schedule is provided as an example only and may be amended to address particular Customer requirements

1. Fixed charges (clause 15)

Note: Insert fixed charges for Services. If payment is to be made on a time and materials basis, mark this section as 'Not Applicable'

	Charges (exclusive of GST)	GST Component	Total (inclusive of GST)
Service Charges (fixed)			
Other Charges (if any)			
TOTAL			

2. Hourly rates

Note: Add hourly rates for each person if payment is to be made on a time and materials basis

Personnel	Hourly Rate (exclusive of GST)	GST Component	Maximum Work Effort (Days)	Charges (exclusive of GST)	GST Component
Sub total					
Add GST					
TOTAL					

3. Daily rates

Note: Add daily rates for each person if payment is to be made on a time and materials basis

Personnel	Daily Rate (exclusive of GST)	GST Component	Maximum Work Effort (Days)	Charges (exclusive of GST)	GST Component
Sub total					
Add GST					
TOTAL					

4. Milestone Payments

Note: Insert Milestone payment amounts against the Milestone dates. If Milestone Payments are not applicable, mark as 'Not Applicable'

Milestone date	Milestone/Deliverable	Milestone Payment
TOTAL		

5. Invoicing requirements (clause 15.2)

Note: Specify invoicing requirements here

6. Payment period (clause 15.3)

Note: Specify an alternative payment period if the 30 day period contemplated in clause 15.3 is not suitable

7. Expenses (clause 15.5)

- (a) Subject to (b) below, the Customer will not pay any travel, accommodation or other expenses unless they have been pre-approved in writing by the Customer.
- (b) The Contractor will be reimbursed for the travel and related accommodation at non-SES rates where they are pre-approved in writing by the Customer. The Contractor must submit an invoice for those expenses and the Customer will reimburse the Contractor in accordance with the invoicing procedures set out in this Schedule.

Schedule 4 – Designated Confidential Information

Note: This Schedule should include each party's Confidential Information (decided by reference to the Financial Management Guidance No. 3: Guidance on Confidentiality of Contractors' Commercial Information issued by the Department of Finance and Administration in February 2003). The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item. An assessment will need to be made by the parties on a case-by-case basis about what is to be included in the Schedule.

1. Confidential information of the Customer (clause 1.1 and 20)

1.1 Contract provisions / Schedules

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

1.2 Contract-related Material

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

2. Confidential information of the Contractor (clause 1.1 and 20)

2.1 Contract provisions / Schedules

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

2.2 Contract-related Material

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

Schedule 5 – Customer Requirements

Note: Customer to address particular requirements with which the Contractor must comply, for example, Customer specific legislative requirements (including in relation to secrecy and confidentiality), specific Customer policies and/or procedures and specific Commonwealth government policies

Schedule 6 – Change Order

Note: If the proposed changes will vary the Specifications, or the Services, the following form must be completed

This Change Order (including its attachments, if any) serves to vary the Contract in accordance with the terms set out below. Unless specifically stated in this Change Order, all terms and conditions of the Contract continue unaffected.

1.	Change Order number	
2.	Raised by	
3.	Details of change (use attachments if required)	
4.	Implementation date of Change Order	
5.	Effect on Services	
6.	Plan for implementing the change	
7.	Effect on Service Charges	
8.	Effect on Performance Criteria	
9.	Effect on Documentation	
10.	Other relevant matters (eg transitional impacts)	

Customer

Name (print)

Position

Signature

Date

Contractor

Name (print)

Position

Signature

Date

Schedule 7 – Agency Order Form

The Contractor has offered under clause 4 of the Contract specified at item 1 below to provide the Services to Nominated Agencies. The Nominated Agency specified in item 3 below accepts this offer on the terms and conditions set out in the Contract and in this Agency Order Form. If there is an inconsistency between this Agency Order Form and any other provisions of the Contract, the terms and conditions in this Agency Order Form will prevail to the extent of any inconsistency.

1.	Contract No. and description	
2.	Names of Parties to the Contract	
3.	Customer	<i>[Insert Nominated Agency name]</i> A reference to [insert name of the contracting Agency] or the Customer in the Contract will be taken as a reference to <i>[the Nominated Agency]</i>
4.	Commencement Date	
5.	Customer Representative	Title: Name: Postal Address: Fax number: Email:
6.	Customer's details for Notices	Postal address: Physical address: Facsimile number:
7.	Contractor Specified Personnel	<i>[insert names]</i>
8.	Services required (including any changes to the Statement of Requirements)	<i>[attach additional pages if required]</i>

Signed for and on behalf of the **[insert name of Customer]** by its duly authorised delegate in the presence of

Signature of witness



Signature of delegate



Name of witness (print)

Name of delegate (print)

Position of delegate (print)

[Select one of the following execution clauses. Where the Contractor is a company with multiple directors, select the first execution block below, otherwise, select the second option.]

Executed by **[insert name of company]** in accordance with Section 127 of the Corporations Act 2001 in the presence of

Signature of director



Signature of director/company secretary
(Please delete as applicable)



Name of director (print)

Name of director/company secretary (print)

Signed by **[insert contracting party name]** in the presence of

Signature of witness



Signature of Contractor



Name of witness (print)

Schedule 8 – Confidentiality and privacy undertaking

Note: Insert here the terms of the confidentiality and privacy undertaking (if any) which a party may be required, under clause 20.2, to arrange for its Advisers or other third parties to give

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the **[insert name of Customer]** by its duly authorised delegate in the presence of

_____	←	_____	←
Signature of witness		Signature of delegate	
_____		_____	
Name of witness (print)		Name of delegate (print)	

		Position of delegate (print)	

[Select one of the following execution clauses. Where the Contractor is a company with multiple directors, select the first execution block below, otherwise, select the second option.]

Executed by **[insert name of company]** in accordance with Section 127 of the Corporations Act 2001 in the presence of

_____	←	_____	←
Signature of director		Signature of director/company secretary (Please delete as applicable)	
_____		_____	
Name of director (print)		Name of director/company secretary (print)	

Signed by **[insert contracting party name]** in the presence of

_____	←	_____	←
Signature of witness		Signature of Contractor	

Name of witness (print)			