

FORMAL INSTRUMENT OF AGREEMENT FOR SERVICES

BETWEEN: **SOUTHERN CROSS UNIVERSITY** (ABN 41 995 651 524), a statutory corporation established pursuant to the *Southern Cross University Act 1993* (NSW) of 1 Military Road, Lismore, NSW 2480 ("**the University**")

AND: **CERTIS SECURITY AUSTRALIA PTY LTD** (ABN 90 003 762 150), OF 937-941 Victoria Road, West Ryde, NSW 2114 ("**the Contractor**")

RECITALS

- A. The *University* wishes to engage the *Contractor* to perform the *Services* in accordance with the *Agreement*.
- B. The *Contractor* has agreed to perform the *Services* for the *University* in accordance with the *Agreement*.

AGREEMENT

1. **Definitions**

In this Formal Instrument of Agreement, defined terms have the same meaning as in the general conditions of Agreement.

2. **Completion of the Services**

The *Contractor* shall carry out all the *Services* and otherwise perform all of its obligations in accordance with the Agreement.

3. **Payment to the Contractor**

In consideration of the *Contractor* carrying out the *Services*, and otherwise performing all of its obligations under the Agreement, the *University* shall pay the *Contractor* in accordance with the Agreement.

4. **The Service Fee**

The Service Fee is \$1,867,924.62 (inclusive of GST) per annum.

5. **Agreement Documents and Order of Precedence**

Without limiting any part of the Agreement, the following order of precedence applies where there is any ambiguity, conflict, discrepancy or inconsistency between the documents comprising the Agreement or between different parts of any documents

comprising the Agreement:

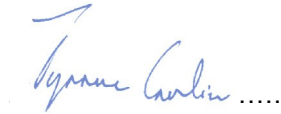
- (a) This Formal Instrument of Agreement;
- (b) The Agreement;
- (c) The Agreement Schedules;

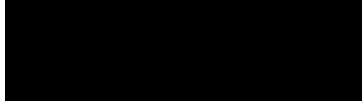
6. Application of Agreement

The Agreement applies to the *Services* carried out by the *Contractor*, whether or not carried out before the date of the Contract.

Execution Page

Executed by **Southern Cross University**
(ABN 41 995 651 524) being a body corporate
Established pursuant to the *Southern Cross*
University Act 1993 (NSW), by its duly
authorised delegate in the presence of:





Delegate Signature

Witness Signature

Professor Tyrone Carlin
.....
Print Name

Melinda Hodgkinson
.....
Print Name

29 / 11 / 2021
.....

29 / 11 / 2021
.....

Date

Date

And

Executed by **Certis Security Australia Pty Ltd (ABN 90 003 762 150)**,
in accordance with
Section 127 of the *Corporations Act 2001* (Cth)





Director Signature

Director/~~Secretary~~ Signature

Ying Loong Lee
.....
Print Name

John Leonard Butler
.....
Print Name

29 / 11 / 21
.....

29 / 11 / 21
.....

Date

Date



General Conditions

Supply of Services Agreement

Between

Southern Cross University (ABN 41 995 651 524)

(“the University”)

And

**Certis Security Australia Pty Ltd (ABN 90 003 762 150)
 (“the Contractor”)**



Contents

1.	Definitions and interpretation	4
2.	Not used	11
3.	Term	11
4.	Not Used	11.
5.	Request for Quote	12.
6.	Not Used	12.
7.	Not Used	12.
8.	Not Used	13.
9.	Services	13
10.	Protection of the Environment	15
11.	Not Used	15.
12.	Payment	16
13.	Competitive pricing	18
14.	Safety	18
15.	Personnel	19
16.	Not Used	20.
17.	Ethical purchasing.....	22
18.	Contract management.....	25
19.	Change Orders	26
20.	Records and audit	27
21.	Confidential Information	28
22.	Privacy	29
23.	Security.....	29
24.	Publicity	30
25.	Intellectual Property Rights	31
26.	Warranties	31
27.	Liability	32
28.	Insurance	33
29.	Dispute resolution	35
30.	Step-in.....	36
31.	Termination	37
32.	Transition out.....	38
33.	GST.....	39
34.	Modern Slavery	55
35.	General.....	39



Schedule 1 Agreement details	43
Schedule 2 Additional Terms.....	45
Schedule 3 Security.....	46
Schedule 4 Specification.....	47
Schedule 5 Fees	75
Schedule 6 Service Levels	77
Schedule 7 Schedule of Rates	78
Schedule 8 Not Used	80
Schedule 9 Transition Out Plan.....	81



Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

Administrator means a person appointed by the University pursuant to clause 30.2.

Additional Term means an additional term that applies to this Agreement, if specified in Schedule 2.

Agreement means this Agreement between the University and the Contractor, and includes its Schedules and any documents incorporated by reference.

Agreement Material means any Material created by the Contractor or its Personnel on or following the Commencement Date in the course of, or as a consequence of, performing its obligations under this Agreement.

Approved Subcontractor means those persons approved by the University as approved subcontractors and suppliers and, as at the date of the Agreement, are those listed in Item 9 of Schedule 1.

Authority means a government or governmental, semi-governmental or judicial entity or authority.

Business Day means Monday to Friday excluding public holidays in the Jurisdiction.

Business Hours means the hours between 9.00 am and 5.30 pm in the Jurisdiction on any Business Day.

Change means:

- (a) an increase, decrease or omission of any part of the Services;
- (b) a change to the character or quality of any material or work;
- (c) the execution of additional work; or
- (d) the removal of material or work no longer required by the University.

Change in Control has the meaning given to that term in clause **Error! Reference source not found.**

Claims includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgments either at law (including negligence) or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.

Commencement Date means the date in Item 2 of Schedule 1.

Confidential Information means all information of a party of any nature and in any form which is disclosed, made available, communicated by that party or delivered to or obtained by the other party in connection with this Agreement, which is about the first party or its operations, dealings, organisation, Personnel, business, strategies, ideas, designs, Intellectual Property Rights, trade secrets or know how or is otherwise designated by the



first party as confidential (including the terms of this Agreement) or is by its nature confidential, but excludes information which:

- (a) is in or which subsequently enters the public domain other than as a result of a breach of the Agreement or which the other party can demonstrate was in its possession prior to the Commencement Date;
- (b) the other party can demonstrate was independently developed by the Contractor; or
- (c) is lawfully obtained by the other party from another person entitled to disclose such information.

Conflict of Interest includes any perceived or actual conflict between:

- (a) the duties of the Contractor or any of its Personnel under this Agreement; and
- (b) any personal, business, financial or other interest that the Contractor or any of its Personnel may have in relation to any of the Services.

Consequential Loss means any loss or damage caused by a breach of contract, tort (including negligence), under statute or any other basis at law or equity limited to:

- (a) loss of, or diminution in, profits, revenue, overhead recovery, savings or anticipated savings;
- (b) loss of, or denial of, opportunity, goodwill, anticipated or future business or anticipated or future contract or custom; and
- (c) costs and expenses incurred in connection with the foregoing

Contaminated means the presence in, on or under land, air or water of a substance (whether a solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under land, air or water in the same locality, that presents a risk of environmental harm, including harm to human health or any other aspect of the environment, or could otherwise give risk of a non-compliance with any Environmental Legislative Requirement.

Contract Manager means the Personnel of each party that is the point of contact for each party and has the responsibilities as further described in clause 18. The Contract Manager for each party is described in Item 7 of Schedule 1 (unless varied under clause 18.1.2).

Contractor means the person described in Item 1 of Schedule 1.

Contractor Material means all Existing Material provided to the University by the Contractor under this Agreement.

Direction includes an agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Disabling Code means a 'back door', 'time bomb', 'logic bomb', 'Trojan Horse', 'worm', 'drop dead device', 'virus' or any other computer software routine having the effect of:

- (a) permitting access to or use of any computer systems or the University's Data, by the Contractor or by a third person not authorised by the University; or



- (b) disabling, damaging, corrupting or erasing, or disrupting or impairing the normal operation of any software or the University's Data or allowing the Supplier or any third person (not authorised by the University) to do so.

Dispute means a dispute arising under or in connection with this Agreement.

Dispute Notice means a notice setting out details about a Dispute that is given under clause 29.1.

Environment means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, tastes, the biological factors of animals and plants and the social factor of aesthetics.

Environment Legislative Requirement means:

- (a) any Act, regulation, rule, ordinance, proclamation, by-law, local law, order, award or similar statutory instrument of the Commonwealth or the State, including applicable Australian Standards and Codes of Practice; and
- (b) the regulations, certificates, licences, consents, permits, approvals and requirements of any relevant authority and/or organisations having jurisdiction in connection with the carrying out of the work under the Agreement,

Existing Material means all Material, other than Agreement Material, which is made available by a party under this Agreement, including Third Party Material.

Formal Instrument of Agreement means the Formal Instrument of Agreement to which these General Conditions – Services Agreement is attached.

GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Health and Safety Laws means all workplace, health and safety related Laws, codes of practice, other compliance codes, directions on safety or notices issued by any Relevant Authority and standards applying in the Jurisdiction.

Health Information has the meaning given in the *Health Records and Information Privacy Act 2002* (NSW).

Indemnified Parties means the University and each of its wholly-owned subsidiaries (as defined in the *Corporations Act 2001* (Cth)), officers, employees, contractors and agents individually or collectively, as the case may be.

Information Privacy Principles means the information privacy principles set out in the Privacy Act or any equivalent Law in the Jurisdiction.

Initial Term means the period described in Item 3 of Schedule 1.

Insolvency Event means any of the following events:

- (a) the Contractor, its parent company or ultimate holding company becomes insolvent or unable to pay its debts as they fall due;
- (b) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Contractor or its parent company or ultimate holding company or the Contractor or its parent or ultimate holding company enters into a scheme of arrangement with its creditors or is wound up;
- (c) the Contractor, its parent company or ultimate holding company assigns any of its property for the benefit of creditors or any class of them;



- (d) an encumbrance takes any step towards taking possession or takes possession of any assets of the Contractor, its parent company or ultimate holding company or exercises any power of sale;
- (e) the Contractor, its parent company or ultimate holding company has a judgment or order given against it in an amount exceeding \$1,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given; or
- (f) an act is done or an event occurs which, under the laws from time to time of a country having jurisdiction in relation to the Contractor or its parent company or ultimate holding company, has an analogous or similar effect to any of the events in paragraphs (a) to (e) of this definition.

Intellectual Property Rights means all and any current and future patents, patent applications, trade marks, service marks, trade names, domain names, business names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in Confidential Information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Item means an Item in Schedule 1

Jurisdiction means the jurisdiction specified in the Formal Instrument of Agreement.

Law includes, as amended from time to time and whether or not existing at the Commencement Date, all applicable principles of law or equity, standards, codes and guidelines, industry standards and other industry standards to the extent that such standards, codes and guidelines are relevant to the Services, directions or notices issued by any Authority and fees, rates, Taxes, levies and charges payable in respect of the things referred to in this definition.

Licence includes permits, licences, authorisations and accreditations required by Law and any other permit, licence, authorisation or accreditation agreed to by the parties.

Loss means any loss, cost, expense, damage or liability (including any fine or penalty) and whether arising under contract (including any breach of the Agreement), in equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty to the maximum extent possible), in tort (including for negligence or negligent misrepresentation) or otherwise (including in restitution), but excluding Consequential Loss.

Materials means anything in a material form including equipment, hardware, computer software, data, documentation, designs, drawings, reports, notes, calculations, specifications, photographs, audio-visual materials, recordings, manuals and tools (and includes information stored in an electronic form).

Modern Slavery has the meaning given in section 4 of the Modern Slavery Act.

Modern Slavery Act means the *Modern Slavery Act 2018* (Cth).

Moral Rights has the same meaning and effect as given to that expression in the *Copyright Act 1968* (Cth).

Non-Conforming Services has the meaning given in clause 9.2.2.

Optional Term has the meaning given in clause 3.2.1.

Overdue Amount means an amount (or part thereof) that:



- (a) is not, or is no longer, disputed;
- (b) is due and owing under an invoice properly rendered by the Contractor in accordance with this Agreement; and
- (c) has been outstanding for more than 30 days from the date of receipt of the invoice (or the date the amount ceased to be disputed, as the case may be).

University Data means all data and other information (whether or not Confidential Information) of or relating to the University and its operations, facilities, customers, Personnel, assets, products, sales and transactions in whatever form such information may exist and includes any:

- (a) database in which such data or information is contained;
- (b) documentation or records related to such data or information; and
- (c) products resulting from the use or manipulation of such data or information.

University Environment means all hardware, software, networks and other systems and infrastructure (including those operated or maintained by third party service providers) that are used by the University from time to time.

University Material means all Existing Material provided to the Contractor by the University under this Agreement.

University Policies and Procedures means the policies and procedures provided by the University to the Contractor from time to time.

Party Representatives has the meaning given in clause 29.5.2.

Personal Information has the meaning given in the Privacy Act or any equivalent Law in the Jurisdiction.

Personnel means employees, agents, contractors or subcontractors including representatives.

Pollution includes any solid, liquid gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Environment:

- (a) unsafe or unfit for habitation or occupation by human beings or animals;
- (b) degraded in its capacity to support plant life;
- (c) Contaminated; or
- (d) otherwise environmentally degraded.

Privacy Act means the *Privacy and Personal Information Protection Act 1998* (NSW) or any equivalent Law in the Jurisdiction.

Records means written records of the Contractor's performance of its obligations under this Agreement.

Records Act means the *State Records Act 1998* (NSW) or any equivalent Law in the Jurisdiction.

Relevant Authority means any Commonwealth, state, local or semi-governmental department, municipality, organisation, instrumentality or other body or person exercising



any powers or functions arising out of any Relevant Legislation in connection with the Services.

Relevant Legislation means any Act, regulation, rule, ordinance, proclamation, by-law or similar statutory instrument, whether Commonwealth, state, local or otherwise, that applies to the Services or to this Agreement.

Schedule of Rates means the schedule set out in Schedule 7 which, in respect of any section or item of work to be carried out, shows the rate, respective rates or prices of payment for the execution of that work but only to the extent it includes rates, respective rates or prices (not quantities).

Service Fee means the fee payable by the University to the Contractor for performance of Services in accordance with this Agreement, as specified in accordance with Schedule 5.

Service Levels and Key Performance Indicators (KPI's) means the service levels that the Contractor must achieve set out in paragraph 1 of Schedule 6.

Services has the meaning given in Schedule 4.

Specification means the relevant technical, functional, performance and other specifications specified in Schedule 4 that the Services are required to meet.

Standards Australia means Standards Australia Limited ACN 087 326 690 or its successors from time to time bestowed by the Australian Government with primary responsibility for the uniform adoption of internationally aligned standards within Australia.

Taxes means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loadings and withholdings, including withholding payments, financial institutions duty, debits tax or other taxes whether incurred by, paid by return or passed on to another person and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above but does not include GST or stamp duty.

Term means the term of this Agreement, as determined under clause 3.

Third Party Material means Existing Material in which a third party has Intellectual Property Rights.

Time Requirement has the meaning given in clause 9.1.2 and includes the Time for Delivery.

Transition Out Plan means the document attached to this Agreement at Schedule 9.

Warranty Period means, for each Item, the period described in clause **Error! Reference source not found.**

WH&S Act means the *Work Health and Safety Act 2011* (NSW) or any equivalent Law in which the Services are delivered.

WH&S Incident has the meaning given in Part 3 of the *Work Health and Safety Act 2011* (NSW) and, for the purpose of this Agreement, also means any event or circumstance relating to health or safety that causes or is likely to cause:

- (a) a lost time injury, medical treatment injury, first aid injury or a near miss;
- (b) an interruption of services to customers;
- (c) a threat to the University's systems or infrastructure;



- (d) a threat to community health and safety;
- (e) a threat to the environment;
- (f) a threat to public or private property; or
- (g) the creation of the need for urgent action under statute or legislation.

WH&S Regulation means the *Work Health and Safety Regulation 2017* (NSW) or any equivalent Law in the Jurisdiction.

1.2 Interpretation

1.2.1 This Agreement is governed by and is to be construed in accordance with the Laws in the Jurisdiction.

1.2.2 In this Agreement, except where the context requires otherwise:

- (a) the singular includes the plural and vice versa;
 - (b) another grammatical form of a defined word or expression has a corresponding meaning;
 - (c) a reference to:
 - (i) a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this Agreement all of which are deemed part of this Agreement;
 - (ii) a person includes the legal personal representatives, successors and permitted assigns of that person;
 - (iii) any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
 - (iv) '\$' or 'dollars' is a reference to Australian dollars;
 - (v) a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (vi) this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - (d) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement;
 - (e) where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation'; and
 - (f) a payment or other act is required to be made or done on a day which is not a Business Day, must be made or done on the next following Business Day.
- 1.2.3 If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is

severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.

2. Not used

3. Term

3.1 Initial Term

This Agreement starts on the Commencement Date and continues for the Initial Term, unless extended under clause 3.2 or terminated earlier in accordance with its Terms.

3.2 Extension of Term

3.2.1 The University may extend the Initial Term for the further period or periods specified in Item 4 of Schedule 1 (each an **Optional Term**), on the terms and conditions then in effect, by giving written notice to the Contractor before expiry of the then current Term.

3.2.2 Any extension exercised by the University under clause 3.2.1 takes effect from the end of the then current Term.

4. Not Used

5. Request for quote

5.1 Request for quote

5.1.1 The University may from time to time request a quote from the Contractor in relation to the performance of additional services.

5.1.2 The University is not obliged to purchase additional services that are described in a request for quote unless and until an Approved Purchase Order is issued in relation to those additional services.

5.2 Response to request for quote

5.2.1 The Contractor must issue a written response to a request for quote within the time frame specified by the University.

5.2.2 The Contractor's response must include:

- (a) the Contractor's proposal for performing the required additional services;
- (b) a project plan setting out timeframes for performing the additional services;
- (c) a quotation for the required additional services prepared in accordance with clause 5.4;



- (d) the timing for payment of the Service Fee relevant to the additional services; and
- (e) any other information requested by the University.

5.3 Right to order additional services

- 5.3.1 Regardless of whether a request for quote has previously been issued, the University may from time to time request the Contractor to perform additional services by issuing a purchase order to the Contractor in accordance with clause 5.5.
- 5.3.2 Without limiting anything in this clause **Error! Reference source not found.**, the pricing of the Services in this Agreement will be available to the University, regardless of how the University orders those Services.

5.4 Quotations

All quotations prepared by the Contractor must:

- 5.4.1 be in writing;
- 5.4.2 be calculated in accordance with Schedule 5 (ad hoc rates);
- 5.4.3 for Services that are to be provided on a time and materials basis, include details of the estimated time and rates of the Personnel proposed to provide the Service; and
- 5.4.4 remain valid for a period of at least 40 Business Days or such longer period as may be specified by the University.

5.5 Purchase orders

- 5.5.1 If the University does not require a quote for the additional services, the University may issue the Contractor with a purchase order.

5.6 Costs

The University is not required to pay or reimburse the Contractor for any of its costs incurred to prepare or negotiate an Approved Purchase Order under this clause **Error! Reference source not found.**

6. Not Used

7. Not Used



8. Not Used

9. Services

9.1 Services

- 9.1.1 The Contractor must supply the University with the Services described in Schedule 4 (**Services**).
- 9.1.2 The Contractor must supply the Services to meet any timeframes and milestones (each a **Time Requirement**) specified in the Specification and this Agreement and otherwise with due expedition and without unnecessary or unreasonable delay.
- 9.1.3 Unless otherwise stated in the Specification, the Contractor must provide all equipment, facilities and other incidental Materials necessary to perform the Services. All equipment must be properly maintained and be appropriate for the purpose for which it is used or intended to be used.
- 9.1.4 The Contractor will supply the Services for the Service Fee. The Service Fee includes all applicable Taxes and all labour, Materials, resource and other costs incurred by the Contractor to supply the Services.

9.2 Non-Conforming Services

- 9.2.1 The Contractor must immediately notify the University if it becomes aware of (or suspects) any error or omission in performing the Services and must promptly rectify such error or omission at its own cost.
- 9.2.2 Without limiting any other remedy available to the University, if the Contractor fails to provide the Services in accordance with this Agreement (**Non-Conforming Services**), the University may direct the Contractor to correct the Non-Conforming Services within the period stated in the Direction and the Contractor must comply with the Direction at its own cost.
- 9.2.3 If the Contractor fails or refuses to rectify the Non-Conforming Services strictly in accordance with any reasonable Directions given by the University under clause 9.2.2, the University may correct itself, or have corrected by a third party, the Non-Conforming Services and the Contractor must reimburse the University for all costs reasonably incurred by the University to correct the Non-Conforming Services.
- 9.2.4 The University is not required to pay for any Non-Conforming Services unless and until those Services are corrected by the Contractor.

9.3 Performance standards

The Contractor must supply the Services:

- 9.3.1 in compliance with the University's Policies and Procedures;
- 9.3.2 with due skill, diligence, care and consistent with the highest professional and industry standards;
- 9.3.3 so that the Services are fit for their intended purpose; and



- 9.3.4 in accordance with this Agreement, all applicable Laws and any reasonable Directions given by the University from time to time.

9.4 Not Used

9.5 Not Used

9.6 Not Used

9.7 Service Levels and KPI's

- 9.7.1 The Contractor must perform the Services in accordance with the Service Levels and the KPI's (including any Time Requirements).
- 9.7.2 If the Contractor fails to perform the Services or meet the KPI's the University may terminate this Agreement in accordance with clause 31.3.4

9.8 Notification of Delay

The Contractor must:

- 9.8.1 notify the University Contract Manager in writing as soon as practicable (and in any case within 1 Business Day of becoming aware) after becoming aware of an event or circumstance that the Contractor considers may delay the Contractor from meeting a Service Level (including any Time Requirement) (**Delay**); and
- 9.8.2 within 2 Business Days of giving notice under clause 9.8.1, provide the University with a report in relation to the Delay specifying:
- (a) the nature and cause of the Delay;
 - (b) the consequences of not meeting the Time Requirement by its due date;
 - (c) the likely delay caused by the Delay and the extension of time requested by the Contractor; and
 - (d) the actions undertaken, or to be undertaken, by the Contractor to mitigate against or recover from the Delay.

9.9 Contractor to mitigate

If a Delay occurs, the Contractor must:

- 9.9.1 coordinate with the University and comply with the University's Directions regarding the measures to be taken to mitigate against or recover from the Delay;
- 9.9.2 use all reasonable endeavours to mitigate against and recover from the effect of the Delay and otherwise satisfy the affected Time Requirement as soon as possible; and
- 9.9.3 take all proper and reasonable steps to prevent or minimise the risk of the re-occurrence of that Delay.



9.10 Not Used

9.11 Not Used

9.12 Continuous improvement

The Contractor must use reasonable endeavours to:

- 9.12.1 work with the University to add value in performing the Services;
- 9.12.2 seek to reduce costs to the University of performing the Services;
- 9.12.3 take the initiative to identify ways to improve and refine the process for performing the Services; and
- 9.12.4 propose and submit to the University innovations that the Contractor believes will, or are likely to reduce the costs to the Contractor of providing the Services during the Term.

9.13 Other contractors

The Contractor must co-operate with other contractors engaged by the University as reasonably necessary to ensure that the Services are performed, efficiently and safely.

9.14 Contractor to protect the University property

The Contractor must ensure that all information and Materials of the University in the custody or control of the Contractor are protected at all times from unauthorised access or use by any person, and from misuse, damage or destruction by any person.

9.15 Progress reports

The Contractor must provide to the University's Contract Manager:

- 9.15.1 a progress report in respect of the Contractor's performance under this Agreement (including compliance with the Service Levels), to be provided at times and in the form required by the University from time to time; and
- 9.15.2 all other data or information that the University may request to enable it to adequately assess the performance of the Contractor.

9.16 University obligations

Except as expressly stated in this Agreement, the University is not required to provide any resources, assistance or other items to the Contractor under this Agreement.

10. Protection of the Environment

10.1 Except and only to the extent permitted by the relevant municipal, public or statutory authority, the Contractor must:

- 10.1.1 not cause Pollution or damage to the Environment; and
- 10.1.2 use its best endeavours to ensure its subcontractors do not cause Pollution or damage to the Environment,

in the performance of the Services.




- 10.2 The Contractor must immediately:
- 10.2.1 report any incident pursuant to subclause 10.1 to the University's Contract Manager; and
 - 10.2.2 remove and make good any Pollution or damage to the Environment, caused by a breach of this clause 10.
- 10.3 In the event of the Contractor's failure to comply with subclause 10.2 above:
- 10.3.1 the University may have the remedial work carried out by others and the cost of doing so shall be a debt due and payable by the Contractor to the University; and
 - 10.3.2 the Contractor must indemnify the University against any loss, cost, damage or expense, (including any fine or penalty imposed by any Relevant Authority) which the University may incur as a consequence of that failure. The amount of such loss, cost, damage or expense shall be a debt due and payable by the Contractor to the University.

11. Not Used

12. Payment

12.1 Cost changes at Contractor's risk

- 12.1.1 Except as expressly stated in Schedule 5 the Service Fees are fixed and not subject to variation.
- 12.1.2 The Contractor must not claim any payment for any amount in addition to the Service Fee based on changes in labour, Materials or other resourcing costs, exchange rate changes, changes in Law or any other changes to the costs incurred by the Contractor in acquiring the inputs that it requires to supply the Services.
- 12.1.3 The Service Fee are deemed to cover:
 - (a) the cost of all labour, Materials, equipment, parts, consumables, tools and work that are necessary for and incidental to carrying out and completing the Services in accordance with the requirements of this Agreement;
 - (b) not used;
 - (c) all costs associated with compliance with Laws, codes of practice, standards (including standards of the Standards Association of Australia) and other requirements referred to in the Agreement, including all costs arising from a change to those requirements;
 - (d) the risks expressly or impliedly accepted by the Contractor under the Agreement;
 - (e) the warranties given under the Agreement and any other warranties required under the operation of law;

- 
- (f) the cost of obtaining and maintaining insurance policies as are required to be obtained and maintained under the Agreement; and
 - (g) all other obligations on the Contractor and tasks carried out by the Contractor arising out of or in any way in connection with the Agreement.

12.2 Invoicing

12.2.1 The Contractor may issue an invoice to the University:

- (a) Not used
- (b) in respect of Services, for the Service Fee payable for the Services, at the times specified in Schedule 5, provided that if the University has served a notice of rejection or direction for Non-Conforming Services in accordance with clause 9.2, the Service Fee in respect of such Non-Conforming Service will not be due and payable by the University until such Non-Conforming Services are rectified to the University's satisfaction.

12.2.2 Invoices must:

- (a) include the full amount payable by the University;
- (b) reference this Agreement;
- (c) if applicable, provide a description of the goods supplied and the Price charged for those goods;
- (d) if applicable, provide a description of the Services performed and a breakdown of the Service Fee being invoiced;
- (e) be sent to the person identified in this Agreement; and
- (f) comply with the requirements of the GST Law.

12.3 Payment of invoices

Subject to the Contractor's compliance with this Agreement, the University will pay the Contractor in accordance with Schedule 5.

12.4 Disputed amounts

If the University disputes the invoiced amount (whether in whole or in part), the University will pay the undisputed amount (if any) and notify the Contractor of the amount the University believes is due for payment. If the University and the Contractor cannot agree on the balance of the invoiced amount, the dispute will be managed under clause 29.

12.5 Payment is payment on account only

Payment of an invoice by the University is payment on account only and does not constitute approval or Acceptance of the the performance of the Services.

12.6 Set off

12.6.1 Any payment or debt owed by the Contractor to the University under this Agreement or otherwise or any Loss suffered or incurred by the University which, in the reasonable opinion of the University, is owed by the Contractor to the University under or in connection with this Agreement, may be deducted or set off



against amounts payable by the University to the Contractor under this Agreement.

12.6.2 The University will notify the Contractor if making a deduction or set off under clause 12.6.1 when paying the affected invoice.

12.6.3 Any deduction or set off will not prevent the University from recovering the balance of the payment or debt owed by the Contractor.

12.7 Not Used

12.8 Schedule of Rates

12.8.1 The Schedule of Rates will only be used for the purposes of clause 5 and for valuing Changes in accordance with clause 19.

13. Competitive pricing

13.1 Competitive pricing principles

The University and the Contractor agree that it is their common intention that the:

13.1.1 Not Used;

13.1.2 Service Fees; and

13.1.3 Schedule of Rates,

(**Prices**) will be (and will remain, for the Term) commercially competitive in terms of:

13.1.4 the price offered by the Contractor to other customers whose orders for Services are of a comparable volume to the orders for the Services placed by the University; and

13.1.5 prices, and terms and conditions, offered by other providers in the market for Services which are the same as or equivalent to the Services provided by the Contractor to the University.

13.2 Most favoured pricing

The Contractor must ensure at all times during the Term that the Prices are no less favourable than any price at which the Contractor provides or offers to provide services that are equivalent or similar to the Services, to any other customer of the Contractor whose orders of such similar Services are of a comparable volume to those placed by the University.

14. Safety

14.1 General obligations

In performing its obligations under this Agreement, the Contractor must strictly comply with:

14.1.1 all Health and Safety Laws; and

14.1.2 any Directions from the University regarding the University's Policies and Procedures, including the University's Code of Conduct.



14.2 Specific obligations

Without limiting clause 14.1, in performing its obligations under this Agreement, the Contractor must work proactively to ensure, so far as is reasonably practicable, the safety and health of all persons involved in or affected by the supply of the Services, including by ensuring that:

- 14.2.1 each work environment (including any place of work or places near places of work that are under the Contractor's control and the systems of work operating in such locations) does not expose people to health or safety hazards;
- 14.2.2 the Contractor's Personnel receive appropriate safety training, information and supervision as is necessary to enable them to work in a manner that does not expose them to any health or safety hazard;
- 14.2.3 procedures are in place to deal with emergencies or WH&S Incidents that may arise during the supply of the Services;
- 14.2.4 all management and supervisory structures necessary to comply with occupational health and safety requirements are provided, including safety issue identification, resolution and response procedures, safe working systems, safety training requirements, access requirements and appropriate recording, reporting, inspection and auditing control measures relating to the supply of the Services; and
- 14.2.5 all things are provided and all measures taken as necessary, so far as is reasonably practicable, to protect and ensure the safety of people and property affected by the supply of the Services.

14.3 Health and safety on University sites

While on sites owned or controlled by the University, the Contractor must, and must ensure that Contractor Personnel, at all times comply with the University's Directions and any University Policies and Procedures relating to occupational health and safety provided to the Contractor from time to time.


14.4 Reporting

The Contractor where reasonable will provide reports to the University's Contract Manager in relation to occupational health and safety in accordance with the University's requirements from time to time.

15. Personnel

15.1 Responsibility for Personnel

- 15.1.1 The Contractor must ensure that all Personnel:
 - (a) have suitable qualifications, registration and Licences, are suitably trained and experienced and are capable of supplying the Services; and
 - (b) comply with all the Contractor's obligations under this Agreement.
- 15.1.2 Without limiting clause 15.1.1, the Contractor must ensure that all of its Personnel involved in supplying, or supporting the supply of Services:
 - (a) act with all proper diligence and in good faith, and in a manner which is consistent with the Contractor's obligations under this Agreement; and

- 
- (b) comply with all reasonable Directions and instructions of the University while:
 - (i) on the University's premises; or
 - (ii) working with the University Materials or the University's systems.

15.2 Unacceptable performance

The Contractor must, as soon as reasonably practicable after receipt of a notice from the University under this clause 15.2, and so as to not cause any disruption to the delivery of Services, replace any Personnel whose performance the University considers is unacceptable, with a person whose qualifications, skills and experience are similar or better than that of the Personnel being replaced.

15.3 Subcontracting

- 15.3.1 With the exception of Approved Subcontractors, the Contractor must not subcontract the performance of any of its obligations under this Agreement without prior written approval from the University.
- 15.3.2 If the Contractor wishes to subcontract any work to a person who is not an Approved Subcontractor, the Contractor must submit to the University for approval a written application containing details of:
 - (a) the work the Contractor proposes to subcontract;
 - (b) the proposed subcontractor;
 - (c) the proposed subcontractor's experience and expertise; and
 - (d) the professional indemnity insurance policy which the subcontractor is, or is to be, covered,as well as a copy of the proposed subcontract.
- 15.3.3 In respect of subcontracted work that exceeds \$20,000 in value, and if the University requests subcontractor quotations the Contractor must not subcontract the relevant work to any person (including an Approved Subcontractor) without providing 2 written quotations (or such other number as reasonably requested by the University) to the University for approval in accordance with clause 15.3.1.
- 15.3.4 The University may request the Contractor to provide further information to support an application made under clause 15.3.2 and the Contractor must comply with any such request.
- 15.3.5 The University's Contract Manager must either approve or refuse to approve an application made under clause 15.3.2 within 10 Business Days after receiving that application or such further period as is agreed between the Contractor and the University's Contract Manager.
- 15.3.6 The Contractor must ensure that each subcontract entered into includes terms to the following effect:
 - (a) that the relevant terms of the Agreement (whether or not nominated by the University) are incorporated into the subcontract;



- (b) that, if directed by the University to do so, the Contractor may terminate the subcontract if the University is not satisfied with the work carried out or services performed by the subcontractor; and
- (c) that the subcontractor must give the University reasonable access to the land on which the subcontractor is carrying out work or performing services in relation to the subcontract.

15.3.7 The Contractor must provide to the University a copy of each subcontract that the Contractor enters into and details of any amendments to be made to any such subcontract within 10 Business Days after entering into that subcontract or making the amendments.

15.3.8 The University may revoke its approval of a subcontractor at any time without cause by giving at least 10 Business Days' notice to the Contractor (or such other period as agreed with the University), in which case the Contractor must immediately stop using the subcontractor and make alternative arrangements for supplying the Services being supplied by that subcontractor.

15.3.9 If the University's exercise of its discretion under clause 15.3.8 was caused by the Contractor's or the relevant subcontractor's breach, default or omission, the University will not be liable to the Contractor for any costs arising from the exercise of its discretion.

15.4 Contractor's Responsibility

15.4.1 The Contractor will remain responsible for performing the Services under the Agreement, including any liabilities or obligations arising in relation to those Services or the Agreement, regardless of whether it subcontracts any part of the Services.

15.4.2 The Contractor will be liable to the University for any act or omission of any subcontractor or any employee or agent of any subcontractor as if that act or omission was an act or omission of the Contractor.

15.5 University not responsible

The Contractor acknowledges and agrees that:

15.5.1 the University is not and must not at any time be construed as the employer of any of the Contractor's Personnel for the purposes of any Law;

15.5.2 the Contractor is solely responsible and liable for the making of any payments in respect of superannuation, payroll or any other Taxes, WorkCover premium or any similar payments in relation to its Personnel; and

15.5.3 it remains fully responsible for the supply of all Services under this Agreement and for all costs incurred in respect of its Personnel.

16. Not Used



17. Ethical purchasing

17.1 Defined Terms

In this clause 17:

Adverse Assessment means an assessment that, in the opinion of the University, the Contractor does not satisfy the Ethical Employment Standard.

Applicable Industrial Instruments means an Award, Modern Award, Enterprise Agreement or other industrial entitlement or instrument that applies to or covers the employment of any of the employees of the Contractor and is binding on the Contractor.

Applicable Industrial Instruments and Legislation means all Applicable Industrial Instruments and all Applicable Legislation.

Applicable Legislation means:

- (a) *Work Health and Safety Act 2011* (NSW) (or Jurisdiction equivalent);
- (b) *Fair Work (Registered Organisations) Act 2009* (Cth);
- (c) *Long Service Leave Act 1955* (NSW) (or Jurisdiction equivalent);
- (d) *Fair Work Act 2009* (Cth);
- (e) Anti-Discrimination Laws;
- (f) any corresponding State or territory legislation dealing with any of the matters dealt with in paragraphs (a) to (e) above; and
- (g) any other legislation designated by the New South Wales Government related to ethical purchasing from time to time.

Anti-Discrimination Law means the:

- (a) *Equal Opportunity for Women in the Workplace Act 1999* (Cth);
- (b) *Anti-Discrimination Act 1977* (NSW) (or Jurisdiction equivalent);
- (c) *Disability Discrimination Act 1992* (Cth);
- (d) *Sex Discrimination Act 1984* (Cth);
- (e) *Racial Discrimination Act 1975* (Cth);
- (f) *Age Discrimination Act 2004* (Cth); and
- (g) *Fair Work Act 2009* (Cth).

Award means any award within the meaning given in Applicable Legislation or of any tribunal empowered to make industrial awards applying to the employment of employees.

Enterprise Agreement means any collective industrial instrument as defined under the Applicable Legislation including any Workplace Agreement, Pre-reform Certified Agreement, pre-reform AWA, Preserved State Agreement, Notional Agreement Preserving a State Award (as these terms are defined in the *Workplace Relations Act 1996* (Cth)) or any agreement made, lodged or registered under a Law of a State or the Commonwealth.



Ethical Employment Standard means, in the context of this Agreement, the requirement for the Contractor to demonstrate, to the reasonable satisfaction of the University, that the Contractor has, and will continue during the term of the Agreement, to meet its obligations to its employees under Applicable Industrial Instruments and Legislation.

Full Details means details of:

- (a) the nature of the breach or offence or alleged breach or offence;
- (b) any conviction recorded or adverse finding made in respect of the breach or offence;
- (c) any penalty or orders imposed by a court, tribunal, commission or board in respect of the breach or offence and the maximum penalty that could have been imposed under the Applicable Industrial Instruments and Legislation;
- (d) the name of the court, tribunal, commission or board, the State or Territory in which the proceeding or prosecution is brought, the date on which the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, commission or board;
- (e) the name of the entity against which the finding or conviction was made or the proceeding or prosecution was initiated;
- (f) this Agreement; and
- (g) any further information regarding the matters set out in paragraphs (a) – (f) above that may be requested by the University.

Modern Award means any modern award within the meaning given in the Applicable Legislation.

17.2 Obligation to disclose during the Term

17.2.1 The Contractor must, on request by the University and within the time period required by the University in writing (which must not be less than 30 days) provide Full Details of any:

- (a) adverse finding against the Contractor by a court, tribunal, commission or board in respect of a breach of an Applicable Industrial Instrument;
- (b) conviction by a court, tribunal, commission or board of an offence committed by the Contractor under Applicable Legislation;
- (c) finding by a court, tribunal, commission or board that the Contractor has breached a penalty provision of Applicable Legislation; and
- (d) proceeding or prosecution against the Contractor in respect of a breach of an Applicable Industrial Instrument or an offence under or breach of Applicable Legislation commenced since the date of this Agreement that has not previously been disclosed to the University.

17.3 Adverse Assessment

17.3.1 The University may make an Adverse Assessment if, at any time during the term of the Agreement:



- (a) a court, tribunal, commission or board makes a finding of serious breach of an Applicable Industrial Instrument against the Contractor or convicts the Contractor of a serious offence under Applicable Legislation;
 - (b) a court, tribunal, commission or board makes a finding of a breach of an Applicable Industrial Instrument against the Contractor or convicts the Contractor of an offence under Applicable Legislation that is part of a pattern of repeated or ongoing breaches or offences; or
 - (c) the Contractor fails to meet its disclosure obligation under clause 17.2.
- 17.3.2 If at any time during the Term, the University notifies the Contractor in writing that it has made an Adverse Assessment pursuant to clause 17.3.1, the Contractor must, within 14 days of receipt of such notice, or such longer period agreed by the University, provide a statutory declaration from a director or company secretary of the Contractor, setting out:
 - (a) any additional information that in the opinion of the Contractor is relevant to the Adverse Assessment, including the Contractor's grounds for any objection to the Adverse Assessment;
 - (b) details of any information on which the Adverse Assessment is based that in the opinion of the Contractor is incorrect, incomplete or otherwise unfairly prejudicial to the Contractor; and
 - (c) any existing or planned remedial measures that the Contractor has taken or will be taking to prevent a breach or offence similar to the breach or offence on which the Adverse Assessment is based from recurring.
- 17.3.3 Following receipt of the statutory declaration or expiration of the period described in clause 17.3.2, whichever comes first, the University may, in its discretion, do one or more of the following:
 - (a) request the Contractor show cause as to why this Agreement should not be suspended or terminated with effect from 14 days; and/or
 - (b) suspend the operation of this Agreement for a specified period of up to 6 months with 14 days' notice; and/or
 - (c) terminate this Agreement with 14 days' notice.
- 17.3.4 In exercising its discretion under clause 17.3.3, the University will take into consideration:
 - (a) whether the Contractor has taken or will take measures that, in the reasonable opinion of the University, are commensurate with the breach or the offence on which the Adverse Assessment is based and can be reasonably expected to prevent such breach or offence from recurring; or
 - (b) whether the University is otherwise satisfied that the Contractor has shown good cause why the Agreement should not be suspended or terminated.
- 17.3.5 The remedies under clause 17.3.3 are in addition to and do not limit any other rights or remedies of the University under this Agreement or otherwise at law.



18. Contract management

18.1 Contract Managers

18.1.1 Each Contract Manager:

- (a) manages and administers this Agreement on behalf of the party he or she is representing; and
- (b) has authority to give and receive notices under this Agreement.

18.1.2 A party may change its Contract Manager at any time by giving notice to the other party. The notice must include the name, address, phone number, facsimile number and email address of the new Contract Manager.

18.2 Not used

18.3 Notices

A notice or other communication required or permitted, under this Agreement, to be served on a party must be in writing and served on the Contract Manager at the address for service as set out in Item 7 of Schedule 1 (or as varied under any notice).

18.4 Consultation

- 18.4.1 The parties must act in close consultation and co-operation with each other in relation to the performance of their obligations under this Agreement.
- 18.4.2 The Contractor must immediately inform the University of any event, activity, or WH&S Incident becoming known to the Contractor that will, or is reasonably likely to, prevent or materially limit supply of the Services by the Contractor.
- 18.4.3 The Contractor must follow any reasonable Direction given by the University relating to the supply of the Services.

18.5 Meetings

- 18.5.1 Unless otherwise agreed by the University in writing, the Contractor must attend meetings at the frequency specified in Item 10 of Schedule 1, or as otherwise required by the University, at a time and place nominated by the University's Contract Manager from time to time.
- 18.5.2 The Contractor must co-operate with the University in reviewing the progress of the provision of the Services from time to time as required by the University.
- 18.5.3 The University's Contract Manager is responsible for chairing any meetings held under this clause 18.5 at which the progress of the provision of the Services is reviewed and must prepare and circulate minutes of that meeting within 5 Business Days after it is held.

18.6 Conflict of interest

- 18.6.1 The Contractor must promptly notify the University if, at any time during the Term, an actual or potential Conflict of Interest arises relating to the performance of this Agreement by the Contractor or any of its Personnel.



- 18.6.2 If the Contractor notifies the University under clause 18.6.1 of an actual or potential Conflict of Interest, or the University otherwise becomes aware of an actual or potential Conflict of Interest, the University will consult with the Contractor to determine an appropriate course for managing the Conflict of Interest and the Contractor must implement any course of action that the University determines appropriate as soon as possible.
- 18.6.3 The University may terminate this Agreement under clause 31.3.1 if a Conflict of Interest is not managed or resolved by the Contractor to the University's reasonable satisfaction.

18.7 Investigations and FOI/GIPA requests

At the request of the University, the Contractor must, at its own cost, co-operate with and assist the University in connection with:

- 18.7.1 any enquiry or investigation by an Authority, including the Ombudsman, the Auditor-General and the Independent Commission Against Corruption (or any equivalent in the Jurisdiction); and
- 18.7.2 any request made to the University about or relating to the Services or this Agreement under the *Government Information (Public Access) Act 2009* (NSW) (or any equivalent Law in the Jurisdiction).

19. Change Orders

19.1 Not Used

19.2 Cessation of Services

Despite anything to the contrary in this clause 19, the University may direct the Contractor to cease the Services in whole or in part, in which case:

- 19.2.1 the Contractor must cease to perform any Services to the extent directed by the University;
- 19.2.2 if the Direction is given prior to the expiry of the Agreement, the Service Fee will be deemed to be reduced by the amount determined by the University as attributable to the reduction or cessation of the Services;
- 19.2.3 the Contractor may submit an invoice to the University Contract Manager for an amount equal to the part of Services performed prior to the date on which the University gave the Direction pursuant to this clause 19.2, as calculated in accordance with the Schedule of Rates, provided that the University has not already paid the Contractor for that part of the Services; and
- 19.2.4 the University must deal with an invoice submitted under clause 19.2.3 in accordance with clause 12.



- 19.3 Not Used
- 19.4 Not Used
- 19.5 Not Used

20. Records and audit

20.1 Obligation to maintain Records

The Contractor must maintain complete and accurate Records and securely store and ensure the integrity of those records in accordance with all applicable standards issued under the Records Act.

20.2 Performance of audit

- 20.2.1 During the Term and for 12 months after termination or expiry of this Agreement, the Contractor must, within 5 Business Days of receiving notice from the University, allow the University and its representatives to access the Contractor's premises, facilities, systems and any information or documentation in the Contractor's possession or control which is connected to the Services or this Agreement (including the Records) for the purpose of the University or its nominee performing an audit to verify the Contractor's compliance with this Agreement.
- 20.2.2 Access under clause 20.2.1 must be provided at no cost to the University, and the Contractor must permit the University to take copies of documentation (including Records).

20.3 Audit report

- 20.3.1 Within a reasonable time of performing the audit, the University or its representatives will prepare an audit report and may (but are not required to) provide a copy (or an excerpt of the report) to the Contractor.
- 20.3.2 If requested by the University, the Contractor must respond to the University on all matters raised as issues within an audit report within 5 Business Days of receipt of that audit report or such other period as agreed in writing between the parties.

20.4 Assistance with audit

The Contractor must provide the University or its designated representatives with all assistance needed to allow the University to access and copy the Records and to interview the Contractor's Personnel as required to perform the audit referred to in clause 20.2, including providing access to office space, computers, telephone and photocopy facilities at the premises.

20.5 Costs

Subject to clauses 20.2.2 and 20.6, each party will bear its own costs in respect of any audit conducted by the University under this clause 20.

20.6 Audit recommendations

Where an audit establishes a failure by the Contractor to comply with this Agreement, the Contractor must implement the University's recommendations as necessary to ensure that the Services continue to be delivered and that the Contractor continues to meet its obligations in accordance with the requirements set out in this Agreement.



21. Confidential Information

21.1 Duty of confidentiality

A party (**Receiving Party**) must not, during or after this Agreement, disclose, or cause or permit the disclosure to any person of, any of the Confidential Information of the other party (**Disclosing Party**) (or any opinion in respect of it) except as permitted under clause 21.2.

21.2 Use and disclosure

Subject to clause 22, the Receiving Party may:

21.2.1 use the Confidential Information only for the purposes of this Agreement (including to exercise rights and perform obligations in connection with this Agreement); and

21.2.2 disclose or permit the disclosure of the Confidential Information only:

- (a) to its legal advisors, auditors or insurance advisors on a confidential basis for the purpose of providing information or advice to the Receiving Party in connection with this Agreement;
- (b) to its Personnel on a need to know basis for the purposes of this Agreement; and
- (c) if required by Law in connection with any legal proceedings connected to this Agreement, but only after notifying the court or Relevant Authority or person of the obligations of confidence the Receiving Party owes to the Disclosing Party and using reasonable endeavours to have the relevant information disclosed on a confidential basis.

21.3 Protection of Confidential Information

Prior to disclosing any Confidential Information under clause 21.2.2(c) the Receiving Party must, if lawful and practicable, give notice to the Disclosing Party of its intention to disclose the Confidential Information and provide the Disclosing Party with a reasonable opportunity to take such steps (including legal proceedings) as the Disclosing Party deems necessary to protect the Confidential Information.

21.4 Execution of Confidentiality Deed

The Receiving Party must if requested by the Disclosing Party, obtain the execution of a deed, in a form acceptable to the Disclosing Party, from each of the Receiving Party's employees or subcontractors involved in the provision of the Services and must provide such deeds to the Disclosing Party.

21.5 Not used

21.6 Return of Confidential Information

On termination or expiry of this Agreement or at the request of the Disclosing Party, the Receiving Party must return or destroy (at the Disclosing Party's election) all Confidential Information including any copies of the Confidential Information (stored in any medium) which is in its or its Personnel's possession or control.



21.7 Injunctive relief

The Receiving Party acknowledges and agrees that a breach of the Receiving Party's obligations under this clause 21 in respect of Confidential Information will result in the Disclosing Party suffering loss for which damages alone will be an inadequate remedy, and that in the event of an actual or suspected breach of this clause 21 by the Receiving Party, the Disclosing Party is entitled to seek injunctive relief against the Receiving Party in addition to any other action or relief available at Law or in equity.

22. Privacy

22.1 Privacy Principles

The Contractor agrees to be bound by the Information Privacy Principles and regulations with respect to any act done or practice engaged in by the Contractor under or in connection with this Agreement in the same way and to the same extent as the University would have been bound by the Principles in respect of that act or practice had it been directly done or engaged in by the University.

22.2 Compliance with privacy laws

The Contractor must not (and will ensure that its Personnel do not) collect, use, disclose, store, transfer or otherwise handle Personal Information or Health Information collected in connection with the Services or this Agreement except to the extent reasonably necessary to perform its obligations under this Agreement, and only in compliance with the Privacy Act, the University's privacy policy or any other privacy Law applying to the University.

22.3 Notice

The Contractor must immediately notify the University when it becomes aware of any breach of (or potential breach of) this clause 22 by any of the Contractor's Personnel.

23. Security

23.1 General security requirements

The Contractor must, and must ensure that its Personnel:

- 23.1.1 do not, introduce, or cause to be introduced, any Disabling Code into the University Environment, or do anything which would permit or would be likely to permit unauthorised access to the University Environment by any person;
- 23.1.2 only access the University Environment using equipment, processes and procedures which comply with the University Policies and Procedures;
- 23.1.3 use up to date software to protect against Disabling Code at all times;
- 23.1.4 comply with all security requirements applying to the University's Data as specified in item 11 of the Schedule in addition to any obligation under Law;
- 23.1.5 notify the University immediately and comply with all directions of the University if any of them become aware of any contravention of the University's security requirements as specified in this clause 23; and
- 23.1.6 do not remove the University's Data or allow the University's Data to be removed from the University's premises without the prior written consent of the University.



23.2 Security breaches

If the Contractor becomes aware of a breach or potential breach of security (including any compromise of any University Data), or the introduction of any Disabling Code into the University Environment, the Contractor must:

- 23.2.1 immediately notify the University of that fact, together with reasonable details of the breach or potential breach of security or the relevant Disabling Code and any steps required to be taken to mitigate the effects of the breach or Disabling Code (including any steps necessary to prevent or hinder the spread of the Disabling Code or reduce the risk of any future security breach);
- 23.2.2 if caused by, or to the extent contributed to by, the Contractor or its Personnel, promptly rectify the relevant breach and mitigate its effects, or promptly take all steps necessary to prevent the potential breach of security;
- 23.2.3 use its best endeavours to ensure that any potential breach does not become an actual breach;
- 23.2.4 provide the University with a written report detailing the cause of, and procedure for correcting, the breach or potential breach and mitigating its consequences;
- 23.2.5 assist the University in identifying compromised University Data; and
- 23.2.6 promptly make such modifications to its systems and procedures as are reasonably necessary and reasonably practicable to ensure that a breach or potential breach of that nature does not occur again.

24. Publicity

24.1 Public statements

The Contractor must not make any public statements, including issuing any media release, in connection with this Agreement without the prior written consent of the University.

24.2 Reputation

The Contractor must not do or omit to do anything which may:

- 24.2.1 damage, bring into disrepute or ridicule the University's name, brand, messages or reputation; or
- 24.2.2 attract public or media attention which may be prejudicial or otherwise detrimental to the University's name, messages or reputation.

24.3 Advertising

The Contractor must not use the University's name, logo or brand in any of its advertising material (including its website) without the prior written consent of the University. The Contractor must comply with any conditions or policies the University may advise from time to time in relation to the Contractor's use of the University's name, logo or brand.



25. Intellectual Property Rights

25.1 Agreement Material

25.1.1 All Intellectual Property Rights in the Agreement Material vest in the University with effect from the date of creation and the Contractor irrevocably and unconditionally assigns to the University, including by way of an assignment of future Intellectual Property Rights, all of its Intellectual Property Rights in Agreement Material on creation.

25.1.2 On request, or on expiry or termination of this Agreement, the Contractor must promptly provide the University with a complete copy of the Agreement Material.

25.2 Existing Material

This clause 25 does not affect the ownership of the Intellectual Property Rights in any Existing Material.

25.3 Licences

25.3.1 The Contractor grants to, or must obtain for, the University a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence (including the right to sub-license) to use, copy, modify, reproduce, publish, adapt, distribute, communicate and create derivative works from the Contractor Material to the extent required for the University to receive the full benefit of the Services.

25.3.2 The University grants the Contractor a non-exclusive, royalty-free licence for the Term to use the Agreement Material and the University Material solely for the purpose of performing its obligations under this Agreement. This licence expires on termination or expiry of this Agreement and does not allow any further distribution or exploitation of the University Material by the Contractor unless the University agrees otherwise in writing. The Contractor must comply with any directions of, or conditions imposed by, the University (including conditions imposed on the University by a third party owner or licensor of the University Material) in relation to the University Material.

25.4 Not Used

25.5 Third Party Material

Before using any Third-Party Material under this Agreement, the Contractor must obtain all necessary copyright and other Intellectual Property Right permissions required by the Contractor to use the Third-Party Material in compliance with this clause 25.

25.6 Moral Rights

The Contractor warrants that each of its Personnel has or, on request, will consent in writing to the University using the Agreement Material in any manner required by the University (including failing to identify authorship of any part of the Agreement Material or materially altering the Agreement Material), even if the use would otherwise infringe their Moral Rights.

26. Warranties

26.1 Warranties

The Contractor warrants and represents to the University that:



- 26.1.1 it has full legal capacity and power to enter into and to perform its obligations under this Agreement;
- 26.1.2 it holds all Licences required for it to perform its obligations under this Agreement;
- 26.1.3 it has made reasonable enquiries to ascertain the University's requirements (including current and future technology requirements) in respect of the Services;
- 26.1.4 the Contractor's performance of the Services will meet the current and future technology requirements published by the University or otherwise made known to the Contractor by the University;
- 26.1.5 while on premises owned or controlled by the University, it will comply with the University's lawful directions and the University Policies and Procedures;
- 26.1.6 the Services will be performed in a timely and professional manner in accordance with this Agreement using appropriately trained and experienced Personnel;
- 26.1.7 Not Used
- 26.1.8 Not Used
- 26.1.9 the Contractor will not contract with any suppliers that will bring the reputation of the University into disrepute;
- 26.1.10 it will not attempt to provide any University Personnel with a kickback, payment, gift or anything of value in connection with this Agreement;
- 26.1.11 it has policies and procedures in place designed to ensure that it and its Personnel at all times comply with the Health and Safety Laws;
- 26.1.12 the Agreement Material and the Contractor Material, and the University and its Personnel's use of those Materials as permitted under this Agreement, will not infringe the Intellectual Property Rights or Moral Rights of any person; and
- 26.1.13 it has entered into this Agreement in reliance on its own investigations and enquiries and does not rely on any information or documentation provided by or on behalf of the University other than as expressly set out in this Agreement.

26.2 Duration

The warranties given by the Contractor in this Agreement are given with effect on the date of this Agreement and at all times during the Term.

26.3 Reliance

The Contractor acknowledges that the University has entered into this Agreement in reliance on the warranties given by the Contractor in this Agreement.

27. Liability

27.1 Indemnity

- 27.1.1 The Contractor indemnifies each of the Indemnified Parties from and against any Loss suffered or incurred by the Indemnified Party (including any Losses incurred or sustained in connection with a third party Claim) arising out of or in connection with this Agreement and:



- (a) the death of, disease or injury to, any person caused or contributed to by the Contractor or the Contractor's Personnel;
 - (b) the loss of, or damage to, any property caused or contributed to by the Contractor or the Contractor's Personnel;
 - (c) any negligent, fraudulent, unlawful, reckless or wilfully wrongful act or omission of the Contractor or the Contractor's Personnel;
 - (d) any breach of this Agreement or any Law by the Contractor or any of the Contractor's Personnel; and
 - (e) any Claim that the University's use of the Agreement Material or Contractor Material as permitted by this Agreement infringes the Intellectual Property Rights of any third party.
- 27.1.2 The Contractor's obligation to indemnify an Indemnified Party under clause 27.1.1 will be reduced proportionally to the extent that a negligent act or omission of, or breach of this Agreement by, the Indemnified Party has caused or contributed to the Loss.
- 27.1.3 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and does not limit any other right of an Indemnified Party or require an Indemnified Party to incur expense or make payment before enforcing the right of indemnity.
- 27.1.4 The Contractor acknowledges and agrees that any indemnity under this Agreement in favour of an Indemnified Party other than the University is held on trust by the University and may be enforced or recovered by an Indemnified Party in any manner acceptable to the University and the Indemnified Party.

27.2 Consequential Loss

Notwithstanding any other provision in this Agreement, neither party will have any liability to make any payment to the other party, by way of indemnity, damages or otherwise, in respect of any Consequential Loss incurred or suffered by the other party as a result of any act, omission or neglect of the first party.

27.3 Effect of legislation

Nothing in this Agreement is to be read as excluding, restricting or modifying the application of any legislation which cannot by Law be excluded, restricted or modified.

28. Insurance

28.1 Insurance generally

- 28.1.1 Without limiting the Contractor's obligations under the Agreement, the Contractor must have in force all insurance policies specified at Item 6 of Schedule 1 and must maintain those insurance policies for the period specified at Item 6 of Schedule 1 in terms and with an insurer or insurers holding a minimum Standard and Poor's A rating and approved in writing by the University.
- 28.1.2 The Contractor must pay all premiums, commissions, stamp duties, charges, Taxes and other expenses necessary to effect and maintain in force each insurance policy required under the Agreement.



- 28.1.3 The Contractor must pay any excess payable under an insurance policy required under the Agreement.
- 28.1.4 The Contractor must ensure that each of its subcontractors effect and maintain appropriate insurance policies on terms that are acceptable to the University.
- 28.1.5 The liabilities and obligations of the parties under the Agreement are not affected by the effecting of insurance.

28.2 Policy terms

- 28.2.1 The Contractor acknowledges that the University is unlikely to approve a policy unless its terms satisfy the criteria at clause 28.2.2.
- 28.2.2 The policies must:
 - (a) provide cover for property (including University property) and include an extension for property (including University property) that is in the Contractor's care, custody or control;
 - (b) provide cover for potential third party injury, loss or damage;
 - (c) note the interests of the University in the policy;
- 28.2.3 The Contractor will promptly notify the University in the event that any insurance policy is cancelled by the insurer.
- 28.2.4 The Contractor will provide the University with copies of all notices issued pursuant to the policy, including notices of claim, cancellation and/or renewal.

28.3 Accident or injury to employees

- 28.3.1 The Contractor must indemnify and keep indemnified the University against all loss or damage arising from personal injury to or the death of:
 - (a) any subcontractor; or
 - (b) any of the Contractor's or any subcontractor's employees or agents,that occurs during the Term.
- 28.3.2 The Contractor must, before commencing the Services, ensure that it has workers compensation arrangements in place in accordance with the applicable legislation;
- 28.3.3 The Contractor must ensure that each subcontractor has also established adequate workers compensation arrangements in respect of any person employed or engaged by the subcontractor.

28.4 Proof of insurance

- 28.4.1 The Contractor must produce evidence to the satisfaction of the University's Contract Manager that all of the policies required by the Agreement have been effected in terms approved by the University.
- 28.4.2 Within 14 days before the expiration of any policies required by the Agreement, the Contractor must produce evidence to the satisfaction of the University's Contract Manager that payment has been made in respect of those policies.



- 28.4.3 If the Contractor does not comply with this clause 28.4, the University may do any one or more of the following:
- (a) terminate the Agreement, with immediate effect;
 - (b) effect and maintain the relevant insurance and pay the applicable premiums; and
 - (c) refuse to pay the Contractor any amounts that are due under the Agreement until the Contractor has provided the University with the evidence requested or required to the University's satisfaction,

in addition to exercising any other right under the Agreement.

- 28.4.4 The University may recover any premium paid by the University pursuant to clause 28.4.3 as a debt due and payable by the Contractor to the University.

28.5 Notice of potential claims

- 28.5.1 If any occurrence may give rise to a claim under an insurance policy required by clause 28, the Contractor must notify the University of the occurrence in writing as soon as practicable and must keep the University informed of any subsequent developments in relation to the claim.

- 28.5.2 The Contractor must ensure that any of the Contractor's subcontractors inform the University of any similar occurrence in relation to an occurrence that may give rise to a claim under an insurance policy effected and being maintained by the subcontractor.

29. Dispute resolution

29.1 Dispute Notice

A party claiming that a Dispute has arisen must promptly give the other party a Dispute Notice.

29.2 Dispute resolution before court proceedings

- 29.2.1 Subject to clause 29.2.2, the parties must attempt to resolve all Disputes under this clause before starting any court proceedings, other than court proceedings for interlocutory relief.

- 29.2.2 If a Dispute remains unresolved 60 Business Days after the Dispute Notice date, either party may commence court proceedings in relation to the Dispute.

29.3 Performance during a Dispute

Except if the parties have terminated this Agreement in accordance with clause 31.3, in the event of a Dispute, the parties must continue to perform their obligations under this Agreement.

29.4 No effect on right to terminate or seek urgent injunctive relief

This clause does not affect the rights of the parties to terminate this Agreement under clause 301 or the right of the University to seek urgent injunctive or declaratory relief for any matter in connection with this Agreement.



29.5 Negotiation

The parties must attempt to resolve all Disputes by escalation through the following process:

- 29.5.1 within 10 Business Days of the Dispute Notice date, the Contract Managers must meet to discuss the Dispute; and
- 29.5.2 if the Dispute remains unresolved 20 Business Days after referral to Contract Managers under clause 29.5.1, a senior representative of the University and the Chief Executive Officer or Managing Director (or equivalent) of the Contractor (together the **Party Representatives**) must meet to discuss the Dispute.

For the purposes of this clause 29.5, 'meet' includes meeting in person, or via telephone, video conference or skype.

29.6 Mediation

- 29.6.1 If the Dispute remains unresolved 25 Business Days after referral to the Party Representatives in accordance with clause 29.5.2, the University may refer the Dispute to mediation administered by the Australian Disputes Centre (**ADC**) according to its mediation guidelines.
- 29.6.2 If the Dispute is referred to mediation by the University under clause 29.6.1:
 - (a) the parties will agree on a mediator within 15 Business Days of the referral of the Dispute to mediation under clause 29.6.1, failing which the mediator will be provided by the ADC;
 - (b) the parties must conduct the mediation within 25 Business Days of the mediator being appointed;
 - (c) each party will pay its own costs in relation to attendance at, and participation in, the mediation; and
 - (d) the cost of ADC and the appointed mediator will be shared equally between the parties.

29.7 Confidentiality

Any information or documents disclosed by a party during the dispute resolution process:

- 29.7.1 must be kept confidential; and
- 29.7.2 may only be used to attempt to resolve the Dispute.

30. Step-in

This clause 30 is an Additional Term and will not apply to this Agreement if specified as not applying in Schedule 2.

- 30.1 In addition to its other rights under the Agreement, the University may intervene in the management or provision of the Services if the University considers that:
 - 30.1.1 there is an emergency concerning the management or provision of the Services; or
 - 30.1.2 the Contractor has failed to provide or competently manage the provision of the Services,



and such intervention is in the public interest.

30.2 If the University exercises its power under clause 30.1, the University may appoint an Administrator to manage the provision of the Services until the University determines that:

30.2.1 the emergency is over; or

30.2.2 the Contractor is able to provide and competently manage the provision of the Services to the satisfaction of the University.

30.3 If an Administrator is appointed under clause 30.2, then for the period of that appointment the Contractor and any person engaged as a subcontractor and any person appointed or employed by the Contractor or subcontractor must:

30.3.1 manage the provision, management and operation of the Services in accordance with the Directions of the Administrator; or

30.3.2 cease to manage the provision, management and operation of the Services completely or to the extent directed by the Administrator.

31. Termination

31.1 Termination of this Agreement for convenience

The University may by providing 30 days' notice in writing at any time terminate this Agreement of an Approved Purchase Order for convenience, such termination to be effective immediately unless stated otherwise on the notice.

31.2 Not Used

31.3 Termination of this Agreement by the University

The University may terminate this Agreement or Approved Purchase Order immediately by notice to the Contractor if:

31.3.1 the Contractor commits a breach of this Agreement or Approved Purchase Order which, in the opinion of the University, cannot be remedied;

31.3.2 the Contractor commits a breach of this Agreement or Approved Purchase Order and the Contractor:

(a) fails to commence action to remedy the breach within 10 Business Days after the University has served notice requiring it to do so; or

(b) having commenced action to remedy the breach, fails to complete that action as soon as possible and in any event, within 20 Business Days of the University's notice; or

31.3.3 a Probity Event occurs;

31.3.4 The Contractor fails to meet the KPI's or Service Levels;

31.3.5 an Insolvency Event occurs in relation to the Contractor.

31.4 No compensation for termination

31.4.1 If this Agreement or Approved Purchase Order is terminated for any reason:



- (a) the Contractor must, on receiving or issuing a termination notice under this Agreement, immediately do everything possible to mitigate its Losses and Consequential Losses arising in connection with termination and comply with any Directions given by the University in connection with termination (including a Direction to stop supplying the Services); and
- (b) the University must pay the Contractor the Service Fee for all Services completed in accordance with this Agreement invoiced but remaining unpaid as at the effective date of the termination.

31.4.2 Except as provided for in clause 31.4.1, the University is not liable to the Contractor or its Personnel for any costs in connection with termination of this Agreement or Approved Purchase Order (including any Loss or Consequential Loss suffered or incurred by the Contractor in connection with termination).

31.5 Not used

31.6 Effect of termination or expiry

Termination or expiry of this Agreement will not affect:

- 31.6.1 any accrued rights or remedies of either party; or
- 31.6.2 the operation of clauses 1, 8, 12.6, 18.6, 18.7, 21, 22, 23, 25, 26, 27, 31.4, 32, 34, 30 and this clause 31.6 or any other provision which, by its nature, are intended to survive termination or expiry of this Agreement.

32. Transition out

32.1 Transition Out Plan

Unless this clause 32.1 is specified as an Additional Term that does not apply in Schedule 2, the Contractor must review and update its Transition Out Plan on each anniversary of the Commencement Date. The updated Transition Out Plan must be provided to the University for approval within 20 Business Days of each anniversary of the Commencement Date.

32.2 Transition Out assistance

From the expiry or termination of this Agreement, the Contractor must provide all reasonable assistance and co-operation to the University or any new contractor appointed by the University to perform the Services to ensure the orderly transfer of the supply, including:

- 32.2.1 any assistance referred to in the Transition Out Plan;
- 32.2.2 responding to all requests for information and advice by the University and providing the information and advice to the University within 5 Business Days of receiving a request from the University; and
- 32.2.3 permitting the University to assign its Personnel or any Personnel of the new contractor to work with the Contractor's Personnel to facilitate the transfer of any information and Materials that the University believes is required.



33. GST

33.1 Definitions

In this clause words that are defined in the GST Law have the same meaning as in that Act.

33.2 GST exclusive

Except as otherwise provided in this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

33.3 Payment of GST

If GST is payable in respect of any supply made by a supplier under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement, subject to the recipient receiving a tax invoice in respect of the supply.

34. Modern Slavery

34.1 In performing its obligations under this Agreement, the Contractor shall and shall ensure all of its agents, contractors and sub-contractors:

- (a) comply with all applicable laws, statutes, regulations in force from time to time, including but not limited to the Modern Slavery Act; and
- (b) take reasonable steps to ensure that there is no Modern Slavery in the Contractor agents, contractors and/or sub-contractors supply chains or in any part of their business.

34.2 The Contractor represents and warrants that:

- (a) it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act; and
- (b) neither the Contractor, nor any of its officers, employees or other persons associated with the Contractor:
 - (i) has been convicted of any offence involving Modern Slavery; and
 - (ii) having made reasonable enquiries, to the best of its knowledge has been or is the subject of any investigation, inquiry or enforcement proceedings by any Governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery.

34.3 The Contractor shall implement due diligence procedures for its own Contractor agents, contractors and sub-contractors, and other participants to ensure that there is no Modern Slavery in its supply chains.

34.4 The Contractor shall deliver to the Participating University no later than 3 calendar months from December 31 each year, an annual statement prepared in accordance with clause 16(1) of the Modern Slavery Act, including, but not limited to, the steps it has taken to



ensure that Modern Slavery is not taking place in any of its supply chains or in any part of its business.

- 34.5** For the purposes of clause 15.2.4, any reference to obligations imposed upon a 'reporting entity' in clause 16(1) of the Modern Slavery Act shall be taken to mean obligations imposed upon the Contractor, to the extent that those obligations apply to the Contractor.
- 34.6** The Contractor shall notify the Participating University as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain, which has a connection with this Agreement.

35. General

35.1 Amendment

This Agreement may only be varied or replaced by a document executed by the parties.

35.2 Entire understanding

This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous Contracts, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

35.3 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

35.4 Consents and approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of the University or is within the discretion of the University, then consent or approval may be given or the discretion exercised conditionally or unconditionally or withheld by the University in its absolute discretion unless express provision to the contrary is made.

35.5 Legal costs and expenses

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and other documents referred to in it, unless expressly stated otherwise.

35.6 Waiver and exercise of rights

A right relating to this Agreement may only be waived by a written notice signed by the party waiving the right. A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

35.7 Rights and remedies

The rights and remedies conferred on a party by this Agreement are in addition to all other rights and remedies of that party.



35.8 Assignment

Neither party may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

35.9 Insolvency Event

The Contractor must immediately notify the University in writing if it experiences an Insolvency Event.

35.10 No relationship

No party to this Agreement has the power to obligate or bind any other party. Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this Agreement will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

35.11 No merger

The warranties, undertakings, contracts and continuing obligations in this Agreement do not merge on completion.

35.12 Rule of construction

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it prepared or put forward this Agreement or any part of it.

35.13 Counterparts

This Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.





Schedule 1 Agreement details

Item	Description	Details	
1.	Contractor	Certis Security ABN 90 003 762 150 937-941 Victoria Road West Ryde, NSW 2114	
2.	Commencement Date	1 st February 2022.	
3.	Initial Term	3 years	
4.	Optional Term/s	2 x 1 year	
5.	Security	NA	
6.	Insurance	<p>Public liability (including Products Liability) Insured amount: \$20 million Period to be maintained after Term: 5 Any variation to this limit must be signed off by Contract Manager.</p> <p>Professional indemnity Insured amount: \$10 Period to be maintained after Term: 5 Any variation to this limit must be signed off by Contract Manager.</p> <p>Workers compensation The amount required by applicable State or Territory Laws.</p>	
7.	Notices		
		Contractor	
	Contract Managers	Address:	937-941 Victoria Road West Ryde, NSW 2114
		Email:	Peter_Ford@certisgroup.com
		Contract Manager:	Peter Ford



Item	Description	Details	
		University	
		Address:	Military Road East Lismore, NSW 2480
		Email:	propertyservices@scu.edu.au
		Contract Manager	Danika Head
8.	Store location	N/A	
9.	Approved Subcontractors		
10.	Meetings	Monthly and Quarterly	
11.	Security standards and requirements	Southern Cross University – Information Technology Conditions of Use Policy	



Schedule 2 Additional Terms

This Schedule 2 specifies whether the Additional Terms listed below and contained in the Agreed Terms apply to this Agreement.

All clauses in this Agreement apply unless a clause that is listed below is marked 'Does not apply'. If a clause is marked 'Does not apply', this Agreement is to be read and construed as though that clause was not included.

Clause	Applies / Does not apply
16 - Probity	Does not apply
30 - Step-in rights	Does not apply
32.1 - Transition Out Plan If applicable, a Transition Out Plan must be approved and attached at Schedule 9 prior to the Commencement Date. (see clause 32.1)	Applies



Schedule 3 NOT USED

