



Digital Skills Organisation Limited trading as Future Skills Organisation

**and
[Supplier] Pty Limited**

**Master Services Agreement – [Insert Description]
Contract Number: FSOMSA2025/XX**

Digital Skills Organisation Ltd trading as Future Skills Organisation 2025

Date	2025
Parties	
1	Digital Skills Organisation Limited trading as Future Skills Organisation (ACN 641 892 382) of 460 Collins Street, Melbourne, Victoria, 3000 (FSO).
2	The person/s specified in Item 4 of Schedule 1 as the supplier (Supplier).
Recitals	
A	FSO is an organisation established with the vision of providing innovative and world-leading approaches to designing and delivering vocational training and skilling across the finance, technology and business sectors in Australia.
B	The Supplier has expertise in the provision of services similar to the Services.
C	The parties have agreed that the Supplier will provide the Services to FSO on and in accordance with the terms and conditions of this Agreement.

The parties agree as follows:

1. Term

- 1.1 This Agreement commences on the Commencement Date and remains in force until the Expiry Date, unless terminated earlier or extended by the parties in accordance with the terms of this Agreement (**Term**).
- 1.2 Each SOW commences on its respective Start Date and remains in force for the term of the relevant SOW.

2. Delivery of Services

2.1 Services & formation of Statements of Work

- 2.1.1 The Supplier agrees to provide the Services to FSO during the Term.
- 2.1.2 The parties may (subject to agreeing the terms of a SOW) enter into one or more SOWs in the form set out in Schedule 2.
- 2.1.3 When executed by the parties, a SOW:
- (a) will constitute a separate agreement by the Supplier to provide the Services specified in the SOW on the terms and conditions of that SOW; and
 - (b) will incorporate the terms and conditions of this Agreement.

2.2 Supplier obligations

The Supplier must:

- 2.2.1 supply the Services to FSO in accordance with this Agreement and the relevant SOW, including with respect to any due dates, key milestones and time frames specified by FSO in that SOW;
- 2.2.2 supply the Services in accordance with any reasonable directions given by FSO from time to time within the scope of this Agreement or the relevant SOW;
- 2.2.3 ensure that any information, material or property provided by FSO to the Supplier for the purposes of this Agreement (including any access given to FSO's information technology systems) are protected at all times from unauthorised access or use, or misuse, damage or destruction by any person (with reasonable precautions taken to protect FSO's information technology systems from any virus, trojan, worm, bug or other malicious code, application or script which may cause damage to FSO's information technology systems or operations), and returned as directed by FSO;
- 2.2.4 develop, and provide to FSO upon request, a risk assessment and management strategy and a business continuity plan to ensure, where reasonably possible, a seamless continuity in the delivery of Services under a SOW notwithstanding the occurrence of any Force Majeure Event, the absence or non-availability of Key Personnel or the occurrence of any other disruption;
- 2.2.5 obtain and provide all labour, materials, tools, supplies, goods, equipment, services, facilities, supervision, licences, approvals, certificates, permits and all other items and consents required to supply the Services in accordance with this Agreement and the relevant SOW and for FSO to properly enjoy the benefit of the Services;
- 2.2.6 liaise and coordinate with FSO as set out in this Agreement and notify FSO as soon as practicable after becoming aware of any problems that are likely to arise in relation to the delivery of the Services, including any risk of delays; and
- 2.2.7 attend any meetings or workshops FSO reasonably requires the Supplier to attend.

2.3 Project Plans

The Supplier must develop and submit the Project Plans (if any) to FSO for approval by the dates specified in a SOW. The Supplier agrees to make any changes to the Project Plans as reasonably required by FSO. Once a Project Plan is approved by FSO it will form part of the relevant SOW and the Supplier must provide the Services in accordance with the approved Project Plan.

2.4 Performance standards

The Supplier must supply the Services:

- 2.4.1 to the best of the Supplier's abilities and knowledge, and in accordance with accepted professional and business practices and industry standards;
- 2.4.2 exercising all due diligence, care, skill and judgment in a safe and efficient manner, without negligence;

- 2.4.3 in compliance with all applicable standards, awards, laws, statutes, rules and regulations (including FSO policies and procedures, occupational health and safety laws, consumer protection laws, privacy laws, freedom of information laws and any applicable Australian Quality Standards);
- 2.4.4 in compliance with any licences, authorities and permits;
- 2.4.5 to a standard that meets or exceeds the key performance indicators set out in the relevant SOW; and
- 2.4.6 so that, when complete, the Services will be free from defects.

2.5 Conflicts of interest

- 2.5.1 The Supplier must not undertake any other work or perform any other services which may conflict with its obligations under this Agreement or a SOW, including work which would affect its ability to devote sufficient time to the delivery of the Services under a SOW.
- 2.5.2 The Supplier warrants, that to the best of its knowledge, as at the date of this Agreement and as at each Start Date, neither it nor any of its Personnel, have any actual, perceived or potential conflicts of interest in relation to the performance of its obligations under this Agreement or the relevant SOW.
- 2.5.3 The Supplier warrants that it will actively manage and mitigate any actual, potential or perceived conflicts of interest that could impair the Supplier's (or its Personnel's) ability to impartially and objectively perform this Agreement or the Services under a SOW.
- 2.5.4 The Supplier also warrants that it will actively identify, manage and mitigate any actual, potential or perceived conflicts of interest of its directors.
- 2.5.5 If during the performance of this Agreement or a SOW any actual, potential or perceived conflict of interest arises or is likely to arise or there is any material change to a previously disclosed conflict of interest, the Supplier must:
 - (a) notify FSO immediately in writing;
 - (b) provide full disclosure of all information relating to the conflict;
 - (c) detail how the Supplier intends to resolve or manage the conflict; and
 - (d) promptly take all steps FSO reasonably requires to resolve or otherwise deal with the conflict.

2.6 JSC Code of Conduct

- 2.6.1 The Supplier must comply with, and must take reasonable steps to ensure that the Supplier's directors, advisory committee members, employees, contractors, subcontractors and agents comply with, the JSC Code of Conduct as provided or made available to the Supplier.
- 2.6.2 The Grantee will provide FSO a declaration of compliance with the JSC Code of Conduct in accordance with clause 4.1.

2.7 Goodwill and reputation

A party must not do anything which would hinder either party's performance of its obligations under this Agreement or a SOW or would be prejudicial to the image, reputation or goodwill of either party or the Department.

2.8 Services provided prior to the execution of this Agreement or a SOW

If the Supplier has undertaken any work arising out of or related to the Services prior to this Agreement or a SOW being signed by the parties, the terms of this Agreement or the relevant SOW shall operate retrospectively from the earliest date on which such work was carried out.

2.9 Mitigation

Each party must use all reasonable endeavours to mitigate any loss incurred arising out of or in connection with a breach of this Agreement, in tort or for any other common law or legislative cause of action arising out of or in connection with this Agreement.

3. Fees

3.1 Fees & expenses

3.1.1 In consideration of the satisfactory provision of the Services in accordance with the terms of this Agreement and the relevant SOW, FSO will pay the Fees to the Supplier in accordance with the provisions of the relevant SOW.

3.1.2 The Supplier acknowledges and agrees that:

- (a) save for the Fees, the Supplier will be responsible for all other fees, charges, costs and expenses incurred in the provision of the Services; and
- (b) unless this Agreement or the relevant SOW specifically states otherwise, the Fees are inclusive of all charges, expenses and overheads, and all taxes and duties except for GST.

3.2 Payment

3.2.1 The Supplier must issue invoices promptly in respect of all amounts owing, but in any event no later than thirty (30) days after the event giving rise to payment occurring.

3.2.2 Unless specifically stated otherwise the Supplier must only invoice FSO for Services which have been provided in accordance with, and meet, the terms of this Agreement and the relevant SOW.

3.2.3 All Tax Invoices issued by the Supplier under this Agreement shall:

- (a) include the name of the FSO representative who is the Supplier's point of contact for the relevant SOW;
- (b) include adequate information for FSO to verify that the invoice is accurate, and the Supplier will provide supporting documentation reasonably requested by FSO; and
- (c) be addressed to:

Digital Skills Organisation Limited

Attn: CFO

460 Collins Street, Melbourne Vic 3000

charlotte@futureskillsorganisation.com.au and

include any other information as reasonably required by FSO.

3.2.4 FSO shall pay each correctly rendered Tax Invoice issued by the Supplier in accordance with this Agreement and the relevant SOW within 30 days of receipt.

3.2.5 FSO shall make payments to the Supplier's nominated bank account.

3.3 Dispute

If FSO disputes any Tax Invoice provided by the Supplier, FSO will promptly raise that dispute with the Supplier and, until such time as that dispute is resolved, FSO may withhold payment in respect of that disputed Tax Invoice.

3.4 Set off

FSO may set off any amount it owes the Supplier under this Agreement or a SOW against any amount that the Supplier owes FSO under this Agreement or a SOW or under any other agreement or arrangement with FSO.

3.5 GST to be added to amounts payable

3.5.1 If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration, at the same time as a Tax Invoice for the Taxable Supply is provided by the party making the Taxable Supply. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement or the relevant SOW to be GST inclusive.

3.5.2 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

4. Reports, Records and Audit

4.1 Reports

The Supplier must deliver reports to FSO in relation to the Services as set out in the relevant SOW and any other information FSO may reasonably request from time to time in relation to the Services.

4.2 Records & Information

4.2.1 The Supplier must keep full and accurate financial accounts and other records in relation to the delivery of the Services and the performance of its obligations under this Agreement and the relevant SOW, including copies of all invoices rendered to

FSO and detailed records on all enquiries, transactions, proceedings, costs and the conduct of the Supplier relating to the delivery of the Services.

- 4.2.2 At FSO's request, the Supplier must deliver to FSO such records and information on the delivery of the Services as FSO may reasonably require from time to time.
- 4.2.3 The Supplier must maintain its records in a manner that enables them to be conveniently and properly audited and for a period of at least seven years from the date on which the records were created.

4.3 Access, Monitoring and Inspection

- 4.3.1 The Supplier agrees to give FSO (and/or the Department), or any persons authorised in writing by FSO (and/or the Department):
- (a) access to premises where the Services are being delivered and / or where any Material relating to the delivery of the Services is kept within the time period specified in any notice given by FSO (and/or the Department), which must be reasonable; and
 - (b) permission to inspect and take copies of any Material relevant to the delivery of the Services in the custody or under the control of the Supplier or its Personnel.
- 4.3.2 For the purposes of this clause 4.3, the Supplier will provide FSO (and/or the Department), or any person authorised in writing by FSO (and/or the Department), access to any Materials relevant to the delivery of the Services via electronic means where possible.
- 4.3.3 The Supplier acknowledges and agrees that the Auditor-General and the Information Commissioner (including their delegates or agents) are persons authorised by the Department for the purposes of clause 4.3.1.
- 4.3.4 The Supplier must participate cooperatively in any audits or investigations conducted by FSO (and/or the Department), their nominees, the Auditor-General or the Information Commissioner (as the case may be) at their own cost. The participation in any audits or investigations does not in any way reduce the Supplier's obligations under this Agreement.
- 4.3.5 In addition to the obligations in clause 4.3.4, the Supplier agrees to:
- (a) liaise with and provide assistance and information to FSO as reasonably required by FSO; and
 - (b) comply with FSO's reasonable requests, directions and monitoring requirements,
- in relation to the performance of the Services and any FSO review or evaluation of it.
- 4.3.6 The Supplier acknowledges and agrees that this clause 4.3 does not detract from the statutory powers of the Auditor-General or the Information Commissioner (including their delegates or agents).
- 4.3.7 Any Material obtained by FSO through the exercise of this clause (or any persons authorised in writing by FSO) will be managed by FSO in accordance with the confidentiality provisions of this Agreement.

5. Intellectual Property Rights

5.1 Ownership and licensing of IPRs

- 5.1.1 Nothing in this Agreement affects the ownership of Background IP or Third Party IPRs.
- 5.1.2 The Supplier acknowledges and agrees that title in and ownership of any Deliverables vests on its creation in FSO, unless otherwise specified in a SOW.
- 5.1.3 FSO grants the Supplier a limited, non-transferable, Royalty-free, revocable, without charge, worldwide and non-exclusive licence to Use the Deliverables solely for the purpose of performing its obligations under this Agreement or any SOW.

5.2 Foreground IP

- 5.2.1 The Supplier acknowledges and agrees that title in and ownership of any and all Foreground IP vests on its creation in the Department, unless otherwise specified in a SOW.
- 5.2.2 FSO grants the Supplier a limited, non-transferable, Royalty-free, revocable, without charge, worldwide and non-exclusive licence to Use all Foreground IP solely for the purpose of performing its obligations under this Agreement or any SOW.

5.3 Background IP

- 5.3.1 The Supplier grants to FSO a perpetual, irrevocable, Royalty-free, without charge, worldwide and non-exclusive licence to Use and further sub-licence (on the same terms as the licence under this paragraph) the Supplier's Background IP in order to receive the full benefit of the Services.
- 5.3.2 FSO grants to the Supplier a licence to use FSO's Background IP on the same terms as the licence granted under clause 5.2.2.

5.4 Third Party IPRs

- 5.4.1 The Supplier must obtain all necessary consents, assignments and licences from any relevant third parties (including Supplier Personnel) so that the Supplier can comply with its obligations under this clause 5.
- 5.4.2 The Supplier must ensure FSO is granted a licence in respect of any Third Party IPRs on the best commercial terms available to the Supplier on the market and provide FSO all information in relation to any such licence.
- 5.4.3 The Supplier must ensure that no Third Party IPRs are used in providing the Services if any third party has any rights to or interests in those IPRs that would prevent the Supplier from complying with its obligations under this clause 5.

5.5 Restrictions on commercialisation

The Supplier acknowledges and agrees that a licence or sublicense granted in accordance with this clause 5 does not permit the Supplier or its sublicensee to Commercialise any Foreground IP or FSO Background IP, without FSO's prior written consent.

5.6 Information on IPRs

At FSO's request, the Supplier must provide to FSO all information in relation to all IPRs which have been used or incorporated in providing the Services as FSO may reasonably require from time to time.

5.7 Moral rights

The Supplier consents to the infringement of any Moral Rights that may arise in Deliverables or other works created by it in the performance of the Services under this Agreement or any SOW and consents to FSO (and its licensees, successors and any other person authorised by any of them) making or enabling alterations or modifications to those Deliverables and/or works in its absolute discretion, without having to identify any person as the individual responsible for creating those Deliverables and/or works.

5.8 Intellectual Property warranties

5.8.1 The Supplier warrants and must ensure that:

- (a) the IPRs assigned or licensed to FSO under this clause 5 are sufficient to enable FSO to receive the full benefit of the Services and/or the Deliverables contemplated under this Agreement or any SOW;
- (b) ownership of the IPRs referred to in clause 5.1.2 vests on their creation in FSO;
- (c) ownership of the Foreground IP referred to in clause 5.2.1 vests on their creation in the Department;
- (d) it has the rights, title or authority to assign or license the rights granted in respect of IPRs under this clause 5;
- (e) an activity permitted, or purportedly permitted, by or under an assignment or licence of IPRs to FSO under this Agreement or any SOW will not:
 - (i) infringe the IPRs or Moral Rights of any person; or
 - (ii) give rise to any liability to make royalty or other payments to any person.

5.8.2 The Supplier must promptly notify FSO if it becomes aware of any challenge, claim or proceeding arising in respect of any IPRs assigned or licensed to FSO under this Agreement or any SOW or in respect of the Moral Rights of any person.

5.8.3 If FSO (or any sub-licensee) becomes subject to any challenge, claim or proceeding arising:

- (a) in respect of any IPRs assigned or licensed, or purportedly assigned or licensed, to FSO under this Agreement or any SOW; or
- (b) in respect of the Moral Rights of any person,

the Supplier must, without limiting its obligations under this clause 5, use its best endeavours to either:

- (c) modify the relevant item in order to avoid continuing infringement and so that the Deliverables meet the requirements of this Agreement or any SOW with the modified item; or
- (d) procure at its own cost the rights or additional rights necessary to ensure that FSO (or any sub-licensee) is entitled to exercise the rights under this clause 5 in respect of the relevant item.

6. Media, Publicity & Confidentiality

6.1 Media & Publicity

- 6.1.1 A party must not make any public or media announcements (including by social media) in connection with this Agreement or the delivery of the Services without the prior written consent of the other party.
- 6.1.2 The Supplier acknowledges and agrees that, by virtue of the Funding Agreement entered into between FSO and the Department, the Department may disclose publicly:
 - (a) the Supplier's name and ABN;
 - (b) the estimated value of this Agreement;
 - (c) a description of the Services being delivered by the Supplier;
 - (d) whether the Supplier is an RTO, GTO, an Employment Services Provider with an active caseload, an AASN Provider or an Associated Entity; and
 - (e) any other information that the Department must disclose in respect of the Supplier in order to meet any public accountability or reporting obligations.
- 6.1.3 The Supplier must notify FSO as soon as practicable of any issues or matters relating to the Supplier's performance of the Services that may impact FSO's or the Department's reputation or standing.
- 6.1.4 The Supplier agrees, that if advised by FSO, they will acknowledge the Department support in:
 - (a) all Material and Deliverables published in connection with this Agreement; and
 - (b) any websites developed in relation with this Agreement or any SOW.

FSO or the Department may notify the Supplier of the form of acknowledgment that the Supplier is to use, and the Supplier must comply with any such notification.
- 6.1.5 The Supplier agrees not to use the Commonwealth Coat of Arms in connection with this Agreement or any SOW without seeking prior approval from the Department.
- 6.1.6 The Department may revoke its approval under clause 6.1.5 at its absolute discretion at any time. If the Department revokes its approval under clause 6.1.5 the Supplier must cease its use of the Commonwealth Coat of Arms.

6.2 Use and disclosure of Confidential Information

- 6.2.1 Each party agrees to keep the terms and conditions of this Agreement confidential and not to disclose those terms and conditions to any third party.
- 6.2.2 Each party must not:
- (a) use any of the other party's Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Agreement; or
 - (b) disclose any of the other party's Confidential Information except in accordance with this clause 6.

6.3 Permitted disclosures

The restriction in clause 6.2 does not apply to a disclosure of Confidential Information to the extent that the disclosure is:

- 6.3.1 required or authorised by law;
- 6.3.2 necessary for the conduct of any legal proceedings arising in connection with this Agreement;
- 6.3.3 made to any of the following persons:
- (a) a legal adviser, insurer, financier, auditor or accountant of a party to the extent required to enable them to perform those roles;
 - (b) any Officers, employees, sub-contractors or agents who need to know the information in order to enable the person to exercise their rights or perform their duties under this Agreement; or
 - (c) in FSO's case, to the Department or any other government department or agency in accordance with the terms of a Funding Agreement.
- 6.3.4 made by the Department where:
- (a) the Department is providing information about the delivery of the Services in accordance with Commonwealth public accountability (including via a disclosure to the ANAO or the Commonwealth Ombudsman) and reporting requirements;
 - (b) the Department is disclosing the Confidential Information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
 - (c) the Department is disclosing the Confidential Information to its Personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.
- 6.3.5 made by the Supplier where the Supplier is disclosing the Confidential Information to a Government Minister or Government agency or department where this services any reporting requirements or legitimate Government process.

6.4 Return or destruction of Confidential Information

- 6.4.1 Subject to clause 6.4.2, on termination or expiry of this Agreement, the receiving party must immediately:
- (a) deliver to the disclosing party all documents and other materials containing, recording or referring to disclosing party's Confidential Information; and
 - (b) erase or destroy all electronic records containing or referring to the disclosing party's Confidential Information,
- which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.
- 6.4.2 The receiving party may retain any documents containing the disclosing party's Confidential Information where such documents are:
- (a) retained in order to comply with any legal, professional or insurance obligations; or
 - (b) stored in electronic backups or records that are produced in the normal course, where it is not reasonably practicable to destroy such backups or records.
- 6.4.3 The return or destruction of Confidential Information does not release a party from its obligations under this clause 6.

7. Personnel

7.1 Supplier Personnel

The Supplier must:

- 7.1.1 ensure that the Key Personnel are directly involved in the provision of the Services under a SOW at all times and are available to provide the Services for the term of that SOW, and must not remove or replace any of the Key Personnel without the prior written approval of FSO, which shall not be unreasonably withheld;
- 7.1.2 ensure that any Personnel engaged by the Supplier to undertake any activity in connection with this Agreement or any SOW are properly qualified under applicable laws (and/or by relevant professional bodies);
- 7.1.3 remove any Personnel engaged by the Supplier to undertake any activity in connection with this Agreement or any SOW if reasonably required by FSO and replace them with other Personnel acceptable to FSO (acting reasonably) at no additional cost to FSO; and
- 7.1.4 if clause 7.1.3 applies, provide replacement Personnel acceptable to FSO at the earliest opportunity and without any unreasonable or avoidable interruption to the Supplier's compliance with its other obligations under this Agreement.

7.2 Relevant qualifications, licences, permits, approvals or skills

The Supplier agrees to ensure that Personnel performing work in relation to the Services:

- 7.2.1 are appropriately qualified, in line with any applicable industry standards or requirements, to perform the tasks indicated;
- 7.2.2 have obtained the required qualifications, licences, permits, approvals and/or skills before performing any part of the Services, including, where required by Law:
 - (a) any necessary Vulnerable Person Checks in accordance with clause 15.8; and
 - (b) any necessary Working With Children Checks; and
- 7.2.3 continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of the delivery of the Services.

7.3 Personnel

- 7.3.1 Where a party engages Personnel to assist in the exercise of its rights and performance of its obligations under this Agreement or any SOW, the use of such Personnel does not relieve the party from any of its liabilities or obligations under this Agreement or the relevant SOW.
- 7.3.2 Each party will remain liable for the acts and omissions of its Personnel and must ensure its Personnel act at all times in accordance with the terms of this Agreement and the relevant SOW.

8. Warranties & Liability

8.1 Warranties

- 8.1.1 The Supplier warrants that:
 - (a) it has full power and authority to enter into and perform its obligations under this Agreement;
 - (b) it shall perform the Services to the full limit of its skills and shall properly and faithfully comply with all reasonable directions of FSO;
 - (c) it holds all licences, permits, consents and authorisations required in relation to the provision of the Services;
 - (d) it will not enter into any engagement or carry on any activity which might in any way prevent it from delivering the Services to FSO in accordance with this Agreement and the relevant SOW; and
 - (e) no IPRs or Moral Rights of any person will be infringed by the Supplier's delivery of the Services.
- 8.1.2 The Supplier must promptly notify FSO if it becomes aware of any challenge, claim or proceeding arising in respect of any IPR assigned or licensed to FSO under this Agreement or any SOW, or in respect of the Moral Rights of any person.
- 8.1.3 If FSO becomes subject to any challenge, claim or proceeding arising:
 - (a) in respect of any IPR assigned or licensed, or purportedly assigned or licensed, to FSO under this Agreement or SOW; or

- (b) in respect of the Moral Rights of any person,

the Supplier must, without limiting its obligations under this clause 8.1, use its best endeavours to either:

- (c) modify the relevant item in order to avoid continuing infringement and such that the modified item meets the requirements of this Agreement or SOW; or
- (d) procure at its own costs the rights or additional rights necessary to ensure that FSO is entitled to exercise the rights under this clause 8.1 in respect of the relevant item.

8.2 Information Provided

8.2.1 The Supplier represents and warrants that all information, representations, warranties and undertakings made or given by it to FSO before the date of this Agreement, whether in any tender, correspondence, negotiations or otherwise (including, without limitation, the Supplier's Proposal), are, to the best of its knowledge and belief, true and accurate in all respects and are not misleading.

8.2.2 The Supplier will be expected to have examined all information which is relevant to the risks, contingencies and other circumstances which could affect any Supplier proposal for the Services including any scoping of services for any SOWs and which is obtainable by making reasonable enquiries.

8.2.3 The Supplier acknowledges that FSO is not liable for any loss, damage or expense suffered by the Supplier as a result of any inaccuracy or inadequacy in any information it provides to the Supplier or any reliance on such information by the Supplier.

8.3 No improper inducement, influence or behaviour

Each party represents and warrants that it has not done any act or thing or omitted to do any act or thing to improperly or unlawfully induce, reward or influence any person in relation to the execution of this Agreement or of any SOW or the supply of services under this Agreement or any SOW, including but not limited to directly or indirectly offering or receiving a commission, rebate, inducement, gift or reward, which could in any way be perceived as attempting to improperly or unlawfully influence any person's actions or decisions in connection with this Agreement or any SOW.

8.4 Indemnity

The Supplier indemnifies and holds FSO and each of its Personnel (**Indemnified Persons**) harmless from and against all Claims brought or made against any of the Indemnified Persons by any person arising from or in consequence of:

- 8.4.1 any breach of this Agreement or any SOW or any Law by the Supplier or any of the Supplier's Personnel;
- 8.4.2 any wilful, unlawful, reckless, fraudulent or negligent act or omission of the Supplier or any of the Supplier's Personnel, including in relation to:
 - (a) loss of or damage to any FSO Material or FSO property; or
 - (b) any third party claims;
- 8.4.3 the death of, disease, illness or injury to, any person in connection with this Agreement or any SOW;

- 8.4.4 any loss of, or damage to, any property in connection with the performance of the Supplier's obligations under this Agreement or any SOW;
- 8.4.5 infringement or alleged infringement of a third party's IPRs or Moral Rights where the infringement or alleged infringement arises out of any activity permitted, or purportedly permitted, under any assignment or licence referred to in clause 5 or otherwise under this Agreement;
- 8.4.6 breach or alleged breach of any duty of confidentiality or any privacy obligations caused by any act or omission on the part of the Supplier or any of the Supplier's Personnel in relation to this Agreement;
- 8.4.7 any liability to make payments to or in relation to any of the Supplier's Personnel engaged in the provision of the Services; and
- 8.4.8 any breach by the Supplier of any warranty given by the Supplier in this Agreement,

except to the extent that the Indemnified Persons caused or contributed to the Claim.

8.5 Limitation of liability

- 8.5.1 Subject to clause 8.5.2, the maximum aggregate liability of a party to the other arising under or in connection with this Agreement or any SOW, whether in contract, tort (including negligence) or otherwise, will be limited to the amount specified in Schedule 1.
- 8.5.2 The exclusions and limitations on a party's liability in this Agreement, including this clause 8.5, do not apply in the case of:
 - (a) fraud;
 - (b) death or personal injury;
 - (c) property damage (real and personal);
 - (d) gross negligence;
 - (e) a breach of clause 6 (Confidentiality) or clause 13 (Privacy);
 - (f) an act or omission by a party;
 - (g) the indemnities given by the Supplier under this Agreement; or
 - (h) any liability to the extent that the same may not be excluded or limited as a matter of applicable Law.

8.6 Contribution

- 8.6.1 Neither party will be liable to the other for loss or damage in connection with the Agreement (whether in contract, tort including negligence or otherwise) to the extent that the other party contributed to the loss or damage.
- 8.6.2 The Supplier acknowledges and agrees that any indemnity under this Agreement in favour of an Indemnified Person other than FSO is held on trust by FSO and may be enforced or recovered by an Indemnified Person in any manner acceptable to FSO and the Indemnified Person.

9. Insurance

- 9.1.1 The Supplier must obtain and maintain in force with an insurer licensed to do business in Australia the following insurance policies:
- (a) public and products liability insurance policy for at least \$20 million (twenty million dollars) for any one occurrence;
 - (b) professional indemnity insurance policy with:
 - (i) a limit of not less than \$5 million (five million dollars) in respect of any one occurrence or claim; and
 - (ii) an annual aggregate limit of not less than \$10 million (ten million dollars); and
 - (c) workers compensation insurance (or equivalent insurance) against any liability which may arise at common law or under any relevant workers or accident compensation legislation, in respect of any person employed by the Supplier in connection with the provision of the Services.
- 9.1.2 On FSO's request, the Supplier must provide evidence satisfactory to FSO of the existence and currency of the insurance specified in this clause, including certificates of currency issued by the Supplier's insurer (rather than broker) and within the time specified in the request. FSO acknowledges and agrees that the insurance obligations of the Supplier under this clause 9 will be satisfied if the equivalent cover is maintained through a Government Treasury Managed Fund.

10. Force Majeure**10.1 No liability**

Neither party will be liable for any act, omission or failure to fulfill its obligations under this Agreement or any SOW if such act, omission or failure arises from a Force Majeure Event.

10.2 Obligations

If a party is unable to fulfill its obligations due to a Force Majeure Event, it must:

- 10.2.1 immediately notify the other party in writing and provide full information concerning the Force Majeure Event, including where practicable an estimate of the time likely to be required to overcome the event;
- 10.2.2 use reasonable endeavours to overcome the Force Majeure Event;
- 10.2.3 continue to perform its obligations as far as practicable; and
- 10.2.4 take all action reasonably practicable to mitigate any loss suffered by another party as a result of the Force Majeure Event.

For so long as a party is unable to fulfill its obligations due to the Force Majeure Event and observes the requirements of this clause, its failure to fulfill those obligations will be taken not to constitute a breach of any provision of this Agreement or any SOW.

11. Termination

11.1 Termination for convenience

FSO may, by providing reasonable written notice and at any time, terminate this Agreement or any SOW (in whole or in part) for convenience. Such termination will take effect on and from the time specified in the notice.

11.2 Termination by FSO

11.2.1 FSO may terminate this Agreement or any SOW immediately on written notice if:

- (a) the Supplier breaches any term of this Agreement or of the relevant SOW that is not capable of remedy;
- (b) the Supplier breaches any term of this Agreement or of the relevant SOW that is capable of remedy and fails to remedy that breach within 14 days of receiving written notice;
- (c) FSO is not satisfied with the Supplier's performance (acting reasonably) and the Supplier fails to address that performance within 14 days of receiving written notice;
- (d) the Supplier persistently failed to meet delivery performance requirements or there has been a significant performance failure, identified in accordance with the JSC Performance Framework;
- (e) the Supplier engages in conduct which, in FSO's reasonable opinion, reflects unfavourably on FSO or the Department's good name, goodwill, reputation or image;
- (f) the Supplier provided false or misleading statements in relation to the Services;
- (g) there is a change in the person or persons in effective control of the Supplier, including any change in the underlying beneficial ownership of the Supplier;
- (h) the Supplier is prevented by a Force Majeure Event from performing its obligations in accordance with this Agreement or the relevant SOW for a period exceeding 28 days;
- (i) an Insolvency Event occurs in respect of the Supplier; or
- (j) the Funding Agreement is terminated, or the Department requires FSO to terminate or reduce the scope of this Agreement or any SOW.

11.2.2 Without limiting clause 11.2.1, for the purposes of clause 11.2.1(a) contravention of:

- (a) clause 2.6 (JSC Code of Conduct), where this constitutes a material breach of the JSC Code of Conduct;
- (b) clause 5 (Intellectual Property Rights);
- (c) clause 6 (Confidentiality);

- (d) clause 9 (Insurance);
 - (e) clause 13 (Privacy & Information Security);
 - (f) clause 15.2 (Work health and safety);
 - (g) clause 15.3 (Fraud);
 - (h) clause 15.4 (Prohibited dealings);
 - (i) clause 15.5 (Anti-corruption);
 - (j) clause 15.6 (Modern Slavery);
 - (k) clause 15.7 (Freedom of Information); and
 - (l) clause 16.1 (No assignment or sub-contracting),
- will constitute a breach of a provision incapable of remedy.

11.3 Termination by Supplier

The Supplier may terminate this Agreement or any SOW immediately on written notice only if:

- 11.3.1 FSO engages in conduct which, in the Supplier's reasonable opinion, reflects unfavourably on the Supplier or the federal Government's good name, goodwill, reputation or image; or
- 11.3.2 FSO has not paid any amount which is undisputed and properly payable by the due date.

11.4 Consequences of termination or expiry

- 11.4.1 The Supplier agrees, on receipt of the notice of termination, to:
 - (a) upon request by FSO, stop the performance of the Supplier's obligations;
 - (b) take all available steps to minimise Loss resulting from the termination;
 - (c) return all FSO Material; and
 - (d) report on any part of the Services to FSO which is uncommitted at the time of the notice,
- 11.4.2 On termination or expiration of this Agreement or any SOW, the Supplier must return to FSO (or if acceptable to FSO, verify destruction of):
 - (a) all relevant Deliverables, whether complete or partially complete;
 - (b) all relevant FSO Confidential Information in accordance with the requirements of clause 6.4; and
 - (c) all relevant property (e.g. equipment, software, manuals and documents) of FSO or its Personnel which is in the Supplier's possession or control,

unless otherwise directed by FSO.

11.4.3 If this Agreement or any SOW terminates for any reason:

- (a) FSO shall pay the Supplier on a pro rata basis for any Services provided (but not yet invoiced) up to the date of termination which comply with the terms of this Agreement and the relevant SOW, and the Supplier agrees that FSO will not be liable for any other cost, expense, loss or liability suffered by the Supplier as a consequence of the termination; and
- (b) the Supplier must deliver to FSO a copy (in its current state) of any documents, information, materials or other works that are required to be delivered to FSO as part of the Services.

11.5 Termination without prejudice

Termination of this Agreement or any SOW does not affect any accrued rights or remedies of either party.

11.6 Survival

Clauses 2.2.3, 2.7, 4, 5, 6, 8, 9, 11.4, 11.6, 13 and 14 and each other clause required to make these clauses effective continue to bind the parties after termination or expiration of this Agreement or any SOW for any reason.

11.7 Suspension

In addition to FSO's termination rights, FSO may suspend the Agreement or any SOW immediately on written notice in any circumstances when it is entitled to terminate under clause 11.2. FSO may end the suspension on written notice and the Supplier will promptly re-commence performance after receiving FSO's notice ending the suspension. FSO will have no liability to the Supplier in relation to any suspension under this clause where the suspension is a result of any breach of the Supplier of any term of this Agreement.

11.8 Reduction in scope

11.8.1 In addition to FSO's termination and suspension rights, FSO may by written notice reduce the scope of this Agreement or any SOW (in whole or in part). Such reduction in scope will take effect on and from the time specified in the notice.

11.8.2 The Supplier agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Supplier's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) where financially feasible, continue performing any part of the Agreement or any SOW not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on any part of the Services to FSO as directed by FSO.

11.8.3 In the event of reduction in scope under this clause 11.8, FSO will be liable only to:

- (a) pay any part of the Fees due and owing to the Supplier under this Agreement at the date of the notice; and

- (b) reimburse any reasonable and substantiated expenses the Supplier unavoidably incurs that relate directly and entirely to the reduction in scope or termination of the Agreement and only when the Supplier substantiates these amounts to the satisfaction of FSO.
- 11.8.4 In the event of a reduction in scope, the amount of the Fees will be reduced in proportion to the reduction in the scope under this Agreement or any SOW.
- 11.8.5 FSO's liability to pay any amount under this clause 11.8 is:
- (a) subject to the Supplier's compliance with this Agreement; and
 - (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Fees.
- 11.8.6 The Supplier will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Supplier but for the reduction in scope of the Agreement under clause 11.8.1.
- 11.8.7 None of the other provisions of this Agreement limit FSO's ability to terminate or reduce the scope of this Agreement under this clause 11.8.

12. Notices

12.1 Recipient's details

Any notice, demand, consent or other communication (**Notice**) given or made under this Agreement must be in writing and signed by the sender or a person duly authorised by the sender, and must be addressed and delivered to the intended recipient at the addresses set out in Schedule 1 (or as last notified by the relevant party).

12.2 Service

A Notice under this Agreement will be deemed to be served:

- 12.2.1 in the case of delivery by hand on a Business Day, when delivered to the recipient's address for service;
- 12.2.2 Express Post or equivalent next day delivery postal service, two Business Days after the date of posting;
- 12.2.3 if it is sent by any other form of pre-paid post (including registered post, priority mail or regular mail), four (4) Business Days after it is posted; and
- 12.2.4 in the case of delivery by email on a Business Day, the date recorded on the device from which the sender sent the email (unless the sender receives an automated message that the email has not been delivered or an out of office message),

except that a delivery by hand or email received after 5:00pm (local time of the recipient) will be deemed to be given on the next Business Day.

13. Privacy & Information Security

13.1 Privacy

13.1.1 Each party agrees:

- (a) comply with the requirements of the Privacy Act;
- (b) to collect, use or disclose Personal Information obtained during the course of performing this Agreement only for the purposes of this Agreement;
- (c) to maintain reasonable safeguards against loss, unauthorised access, use, modification or disclosure and other misuse of Personal Information held in connection with this Agreement;
- (d) not to commit any act, omission or engage in any practice which is contrary to the Privacy Act;
- (e) not to engage in any act or practice, which if done or engaged in by an agency, would be a breach of an APP or a Registered APP Code;
- (f) not to engage in an act or practice that would breach an APP or a Registered APP Code (where applied to a party);
- (g) to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Agreement that are inconsistent with an APP or a Registered APP Code binding on a party);
- (h) to notify the other party immediately if it becomes aware of:
 - (i) an eligible data breach; or
 - (ii) a breach or possible breach of any of the obligations contained in, or referred to in this clause 13.1 whether by it or its Personnel or, in the case of the Supplier, any of its subcontractors;
- (i) to notify the other party promptly if it receives a complaint alleging interference with the privacy of an individual by the Supplier or its Personnel;
- (j) to ensure that its Personnel required to deal with Personal Information for the purposes of this Agreement are made aware of the relevant obligations set out in this clause 13.1.

13.1.2 Without limiting any of obligations of a party under this clause 13.1, each party must do all things necessary to assist the other party to respond to an eligible data breach in accordance with the Privacy Act or any other applicable privacy law.

13.1.3 A party's obligations under this clause 13.1 are in addition to any other obligations (if any) it may have under the Privacy Act and prevail to the extent of any lesser standard required under the Privacy Act.

13.1.4 In performing the Services, the Supplier:

- (a) agrees not to send; and
- (b) must ensure their Personnel do not send,

any Personal Information outside Australia without FSO's prior written approval. FSO may impose any conditions it considers appropriate when given its approval under this clause 13.1.4.

13.2 Information security

13.2.1 The Supplier must:

- (a) take all reasonable steps consistent with good industry practice to:
 - (i) reduce the risk of Cyber-attacks on the Supplier's ICT Systems and any access granted by the FSO to the FSO's ICT Systems;
 - (ii) securely hold any Personal Information, FSO or Department Confidential Information which the FSO provides the Supplier with access to under this Agreement; and
 - (iii) regularly monitor, assess and, if required to align with good industry practice, update the security measures for its ICT Systems; and
- (b) comply with any minimum ICT security standards, policies or requirements specified by FSO by way of written notice to the Supplier. If FSO specifies any minimum security standards, policies or requirements to be met by the Supplier under this clause 13.2.1(b), reasonable notice will be provided by FSO before any such security requirements must be implemented.

13.2.2 At FSO's request in a notice, the Supplier must provide details of:

- (a) any security accreditations, certifications or standards the Supplier's ICT Systems meet;
- (b) any additional security measures in place to reduce the risk of Cyber-attack on the Supplier's ICT Systems; and
- (c) any further information reasonably required in order to enable the FSO to assure itself that adequate measures are in place to protect the security of any Personal Information or the FSO or Department Confidential Information held by the Supplier in relation to this Agreement.

13.2.3 The Supplier must:

- (a) notify FSO as soon as possible, and in any event within 12 hours of becoming aware of any Cyber-attack on its ICT Systems;
- (b) immediately implement appropriate measures to mitigate the effect of any Cyber-attack on its IT systems upon becoming aware of the Cyber-attack;
- (c) provide FSO with a report in relation to the incident within three Business Days, which identifies suspected causes and remediation that has occurred;
- (d) ensure that Cyber-attacks are recorded in a register. At a minimum, the register should include:
 - (i) the date the Cyber-attack was discovered;
 - (ii) the date the Cyber-attack occurred (if known);

- (iii) a description of the Cyber-attack;
 - (iv) the action taken;
 - (v) the date reported; and
 - (vi) the file reference; and
- (e) comply with any reasonable directions of FSO in order to address the Cyber-attack, including in relation to notifying the Australian Cyber Security Centre, or any other relevant body, as required by FSO.
- 13.2.4 The Supplier must ensure that:
- (a) no FSO or Department Confidential Information held by the Supplier in relation to the performance of the Services is transferred or stored outside of Australia, without prior written approval from FSO; and
 - (b) any Cloud Infrastructure used by the Supplier meets any minimum security standards, policies or requirements specified in writing by FSO in accordance with this clause 13.2.
- 13.2.5 FSO may give its approval under clause 13.2.4(a) subject to conditions and the Supplier must comply with any such conditions.

14. Dispute Resolution

14.1 Negotiation

- 14.1.1 If there is a dispute or difference (**Dispute**) between the parties arising out of or in connection with this Agreement or any SOW (other than with respect to FSO's termination rights), then the party seeking to resolve the Dispute must notify the existence and nature of the Dispute to the other party in writing (**Notification**).
- 14.1.2 Upon receipt of the Notification, the parties must use their respective reasonable endeavours to negotiate to resolve the Dispute by discussions between representatives of each party.
- 14.1.3 If the Dispute has not been resolved within ten (10) Business Days of receipt of the Notification (or such other period as agreed in writing by the parties) then either party may commence court proceedings or take such other action as it sees fit to enforce its rights.

14.2 Injunctive or interlocutory relief

Nothing in this clause 14 restricts or limits the rights of either party at any time to obtain urgent injunctive or other interlocutory relief and/or terminate this Agreement or any SOW in accordance with the provisions of this Agreement.

14.3 Continued performance

Notwithstanding the existence of a Dispute, the Supplier must continue to perform the Services in accordance with the provisions of this Agreement or any SOW, unless FSO directs the Supplier in writing to suspend or cease performing the Services.

15. Policy and Law**15.1 Compliance with law and policies**

- 15.1.1 Each party agrees to comply with all Laws applicable to its performance of this Agreement.
- 15.1.2 The Supplier agrees, in carrying out its obligations under this Agreement and in delivering the Services, to comply with any of FSO or the Department's policies as notified, referred to or made available by FSO to the Supplier (including by reference to an internet site).

15.2 Work health and safety

- 15.2.1 The Supplier agrees to ensure that it complies at all times with all applicable workplace health and safety legislative and regulatory requirements.
- 15.2.2 If requested by FSO, the Supplier agrees to provide copies of its workplace health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 15.2.1.
- 15.2.3 When using FSO's premises or facilities, the Supplier agrees to comply with all reasonable directions and procedures relating to work, health and safety and security in effect at those premises or facilities, as notified by FSO or as might reasonably be inferred from the use to which the premises or facilities are being put.

15.3 Fraud

- 15.3.1 The Supplier must ensure its Personnel do not engage in any Fraud in relation to the delivery of the Services.
- 15.3.2 If the Supplier becomes aware of:
- (a) any Fraud in relation to the delivery of the Services; or
 - (b) any other Fraud that has had or may have an effect on the delivery of the Services,
- then it must within 5 Business Days report the matter to FSO.
- 15.3.3 The Supplier must investigate any Fraud:
- (a) referred to in clause 15.3.2; or
 - (b) as otherwise reasonably required by FSO,
- in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.
- 15.3.4 FSO (and/or the Department) may, at its discretion, investigate any Fraud in relation to the delivery of the Services. The Supplier agrees to co-operate and provide all reasonable assistance with any such investigation.
- 15.3.5 This clause 15.3 survives the termination or expiry of the Agreement.

15.4 Prohibited dealings

- 15.4.1 The Supplier agrees to take all reasonable steps to ensure that all individuals or entities involved in delivering the Services, including the Supplier itself and its Personnel:
- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
 - (b) are not, and do not become a Listed Terrorist Organisation;
 - (c) are not, and do not become listed on the Consolidated List;
 - (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
 - (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in clause 15.4.1(b) to 15.4.1(d); and
 - (f) do not provide direct or indirect support, resources or assets to any individual or entity associated with terrorism or mentioned in the lists referred to in clause 15.4.1(b) to 15.4.1(d).
- 15.4.2 The Supplier agrees to inform FSO immediately if the Supplier discovers that the Supplier itself or any of its Personnel or any other individual or entity involved in delivering the Services may have contravened this clause 15.4.

15.5 Anti-corruption

- 15.5.1 The Supplier warrants that the Supplier, its Personnel and any other individual or entity involved in delivering the Services have not engaged in an Illegal or Corrupt Practice.
- 15.5.2 The Supplier agrees not to, and to take all reasonable steps to ensure that its Personnel and any other individual or entity involved in the delivery of the Services do not:
- (a) engage in an Illegal or Corrupt Practice; or
 - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).
- 15.5.3 The Supplier agrees to inform FSO within five Business Days if the Supplier becomes aware of any activity as described in clause 15.5.2 in relation to the delivery of the Services.

15.6 Modern Slavery

- 15.6.1 The Supplier must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and/or supply chains used in delivering the Services.
- 15.6.2 If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Agreement, the Supplier must, as soon as reasonably practicable, take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities (including sub-contractors) in its supply chains.

15.6.3 The Supplier must:

- (a) notify FSO in writing as soon as reasonably practicable if the Supplier becomes aware of any Modern Slavery practices in its operations and/or supply chains; and
- (b) comply with any reasonable directions issued by FSO (and/or the Department) in relation to addressing the identified instance of Modern Slavery.

15.7 Freedom of information

15.7.1 The Supplier acknowledges that:

- (a) this Agreement may be a 'Commonwealth contract' within the meaning of the *Freedom of Information Act 1982* (Cth) (**FOI Act**); and
- (b) accordingly, the Supplier may be a 'contracted service provider' within the meaning of the FOI Act.

15.7.2 If FSO receives a request for a document from the Department under the FOI Act and:

- (a) the document was created by or is in the possession of the Supplier (or its Personnel); and
- (b) the document relates to, or was created in, the performance of this Agreement (other than the entry into this Agreement),

then, if requested to do so by FSO (and/or the Department) in writing, the Supplier must provide a copy of the document to FSO (and/or the Department).

15.7.3 The Supplier must include in any sub-contract relating to the performance of this Agreement provisions that will enable the Supplier to comply with its obligations under this clause 15.7.

15.8 Vulnerable Persons

15.8.1 Before any person commences the delivery of any Services that involves working with a Vulnerable Person, the Supplier must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all applicable State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified by FSO in a SOW, and the Supplier must ensure that Police Checks and any licences or permits obtained in accordance with this clause 15.8(a) remain current for the duration of the delivery of Services.

15.8.2 The Supplier must ensure that a person does not deliver any Services that involves working with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or
- (b) a Criminal or Court Record,

and the Supplier has not conducted a risk assessment and determined that any risk is acceptable.

15.8.3 In undertaking a risk assessment under clause 15.8.2, the Supplier must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform the role that the person will, or is likely to, perform in relation to the delivery of Services;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the delivery of Services; and
- (e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

15.8.4 The Supplier agrees to notify FSO of any risk assessment it conducts under this clause 15.8 and agrees to provide FSO (and/or the Department) with copies of any relevant documentation on request, subject to any privacy restrictions or laws that prohibit the disclosure of such information.

15.9 Child safety

15.9.1 The Supplier must:

- (a) comply with all Relevant Laws relating to the employment or engagement of Child-Related Personnel in relation to the delivery of the Services, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 15.9.1 remain current and that all Child-Related Personnel continue to comply with all Relevant Laws for the duration of their involvement in the delivery of the Services.

15.9.2 Where the performance of the Services involves working with Children, the Supplier agrees in relation to delivery of the Services to:

- (a) implement the National Principles for Child Safe Organisations;

- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually during the Term, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 15.9.2;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (i) the National Principles for Child Safe Organisations;
 - (ii) the Supplier's risk management strategy required by this clause 15.9.2;
 - (iii) Laws relating to requirements for working with Children, including Working with Children Checks; and
 - (iv) Laws relating to mandatory reporting suspected child abuse or neglect, however described; and
- (f) provide FSO with an annual statement of compliance with clauses 15.9.1 and 15.9.2, in such form as may be specified by FSO.

15.9.3 With reasonable notice to the Supplier, FSO (and/or the Department) may conduct a review of the Supplier's compliance with this clause 15.9.

15.9.4 The Supplier agrees to:

- (a) notify FSO of any failure to comply with this clause 15.9;
- (b) co-operate with FSO (and/or the Department) in any review conducted by the Department of the FSO's implementation of the National Principles for Child Safe Organisations or compliance with this clause 15.9; and
- (c) promptly, and at the Supplier's cost, take such action as is necessary to rectify, to FSO's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 15.9.

15.10 Indigenous participation

15.10.1 The Supplier must use its best endeavours to increase its:

15.10.2 purchasing from Indigenous Enterprises; and

- (a) employment of Indigenous Australians,
- (b) in delivering the Services.

15.10.3 Purchases from Indigenous Enterprises may be in the form of:

- (a) engaging an Indigenous Enterprise as a sub-contractor; or

- (b) use of Indigenous Enterprises in the Supplier's supply chain.

15.11 Accessibility of websites

If the delivery of the Services requires the Supplier to develop or maintain a website, the Supplier must ensure that the website complies with the Web Content Accessibility Guidelines, Version 2.1, Level AA.

16. General

16.1 No assignment or sub-contracting

- 16.1.1 Unless otherwise specified in this Agreement or an SOW, the Supplier must not assign, transfer sub-contract or otherwise create any encumbrance over its rights or obligations under this Agreement or any SOW without the prior written consent of FSO.
- 16.1.2 If FSO agrees to any sub-contracting of the performance of the Services, the Supplier agrees to nevertheless remain fully responsible for the performance of the Services. The Supplier will be responsible for the acts and omissions of any approved sub-contractor.
- 16.1.3 Upon the reasonable request of FSO, the Supplier agrees to make available to FSO information regarding the details and activities of its sub-contractors in relation to this Agreement.
- 16.1.4 FSO may impose any conditions it considers reasonable and appropriate when giving its consent for the purposes of clause 16.1.1 and the Supplier must comply with any such conditions.
- 16.1.5 The Supplier agrees to remove a sub-contractor from the performance of the Services at the reasonable request of FSO.
- 16.1.6 The Supplier must include in any sub-contract relating to the performance of this Agreement clauses that impose obligations on the sub-contract and grant rights to FSO equivalent to those obligations imposed on the Supplier and those rights granted to FSO under this Agreement as specified by FSO from time to time.
- 16.1.7 In seeking FSO's consent to engage a sub-contractor under clause 16.1.1, the Supplier must inform FSO if the sub-contractor is:
- (a) an RTO;
 - (b) a GTO;
 - (c) an Employment Services Provider with an active caseload;
 - (d) an ACA Provider; or
 - (e) a member or director of the Supplier.
- 16.1.8 The Supplier must record, and produce on request to FSO, accurate, complete and concise records of how value for money was assessed and achieved in respect of any subcontracts entered into by the Supplier.

- 16.1.9 For the purposes of clause 16.1.8, a Supplier may demonstrate how value for money was achieved with reference to, amongst other things, the number of quotes which were received and how these were compared and evaluated prior to the award of any sub-contract.

16.2 Entire agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties with respect to its subject matter and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter, written or oral.

16.3 No waiver

- 16.3.1 No failure to exercise nor delay in exercising any right, power, or remedy under this Agreement operates as a waiver.
- 16.3.2 A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or future exercise of that or any other right, power or remedy.
- 16.3.3 A waiver is not valid or binding on the party granting that waiver unless made in writing.

16.4 Further assurances

Each party must do anything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it.

16.5 Independent contractor

- 16.5.1 The relationship between the parties is that of principal and independent contractor. FSO and the Supplier agree that nothing in this Agreement is intended to create the relationship of partnership, agency or employer and employee amongst the parties and it is the express intention of the parties that any such relationship is denied.
- 16.5.2 The Supplier acknowledges and agrees that it is responsible for the payment of all salary, wages, benefits and other entitlements payable to its Personnel and that those Personnel are not entitled to be paid any annual leave, sick leave, severance pay, long service leave or any other entitlement by FSO.
- 16.5.3 The Supplier must make any taxation or other deductions required by law in respect of payments to its Personnel and in respect of any amounts payable to the Supplier under the terms of this Agreement or any SOW and indemnifies FSO against any liability in this regard.

16.6 No authority to act

- 16.6.1 The Supplier must not represent itself as an agent, representative or partner of FSO in any circumstances.
- 16.6.2 No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party or pledge the credit of another party except as specifically provided in this Agreement or by express written agreement between the parties.

16.7 Non-exclusive

Unless expressly stated otherwise in this Agreement or any SOW, FSO may engage other suppliers to (or itself) provide goods, services and other deliverables the same as or similar to the Services.

16.8 Paramountcy

In the event of any inconsistency between the terms and conditions of this Agreement and any SOW, the terms and conditions of this Agreement will prevail, unless specifically stated otherwise in a SOW, and to the extent of any inconsistency in the terms and conditions of this Agreement, this Agreement must be interpreted in accordance with the following order of priority:

- 16.8.1 the terms and conditions set out in the body of the Agreement; then
- 16.8.2 the Schedules; then
- 16.8.3 any other documents or information incorporated by reference into this Agreement.

16.9 Severance

Any term in this Agreement that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining terms of this Agreement enforceable.

16.10 Variation

No modification or variation of this Agreement or any SOW will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

16.11 Costs

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement or any SOW.

16.12 Governing law and jurisdiction

This Agreement is governed by the laws of Victoria. Each party submits to the jurisdiction of courts exercising jurisdiction there and waives any right to claim that those courts are an inconvenient forum.

16.13 Counterparts

This Agreement and any SOW may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

16.14 Electronic execution

16.14.1 A party may sign this Agreement, and any variations to it, by electronic means where permitted by Law. Each other party consents to that party signing by electronic means.

16.14.2 The parties agree that if any party signs this Agreement under clause 16.14.1, then:

- (a) an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart; and

- (b) a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.

17. Definitions

In this Agreement:

ACA Provider means a provider currently engaged by the Commonwealth in relation to the Apprentice Connect Australia.

Agreement means this document including all schedules and annexures to it and, as the context requires, any SOWs entered into between the parties.

APP has the meaning given in the Privacy Act.

Associated Entity has the meaning given to it by section 50AAA of the Corporations Act 2001 (Cth)

Australian Quality Standards mean any Australian Standards applicable to the Services and any associated Deliverables.

Background IP means any IPRs (other than any rights in Third Party IPRs) that are:

- (a) in existence as at the Commencement Date or subsequently brought into existence other than as a result of the performance of this Agreement or any SOW; and
- (b) embodied in, or attached to, the Services or are otherwise necessarily related to the functioning or operation of the Services.

Business Day means a day on which banks are open for general banking business in Melbourne, not being a Saturday or a Sunday.

Child means an individual(s) under the age of 18 years and Children has a similar meaning.

Child-Related Personnel means Personnel of the Supplier involved in the delivery of the Services who as part of that involvement may interact with Children.

Claims includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs on a full indemnity basis), losses, damages and expenses, including those arising out of the terms of any settlement or from any personal injury or property damage or in respect of loss or liability of any kind and whether it is present or future, fixed or unascertained, actual or contingent.

Commercialise means, in respect of the Supplier or any of its sublicensees, to exploit the IPRs in Foreground IP or FSO Background IP in return for payment of a Royalty or a commercial return to the Supplier or its sublicensee.

Commonwealth means the Commonwealth of Australia as represented by the Department and includes where relevant its Personnel.

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

Confidential Information of a party means any information in any form which a party knows or ought reasonably to know is confidential (including documents, information, trade secrets and confidential know-how, data, drawings, designs, models, financial information,

market research, policies, plans, concepts, specifications, strategies, research and development information and the terms and conditions of this Agreement and any SOW) relating to either party or a related body corporate (as that term is used in the *Corporations Act 2001* (Cth)) from time to time, and of which the other party becomes aware, both before and after the day this Agreement or any SOW is signed.

Consideration has the meaning given by the GST Law.

Consolidated List means the list of all individuals and entities subject to targeted financial sanctions pursuant to the *Charter of the United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth), available at: <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>.

Criminal or Court Record means any record of any Other Offence.

Cyberattack means any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks

Deliverables means anything created or generated by or on behalf of the Supplier (whether on its own or with FSO or other contractors or consultants) in the course of supplying Services under a SOW, including all audio and audio-visual materials, data, documents, designs, reports, works, including models, drawings and photographs, materials and deliverables as specified in that SOW, but excluding the Supplier's working papers.

Department means the Commonwealth of Australia as represented by the Department of Employment and Workplace Relations.

Employment Services Provider means an employment service provider engaged by the Commonwealth as part of an existing program for the provision of employment services.

Expiry Date means the date specified in Item 2 of Schedule 1.

Fees means the fees for the Services supplied in accordance with this Agreement and the relevant SOW, as specified in the relevant SOW.

Force Majeure Event means any event or circumstance occurring in Australia which is beyond the reasonable control of a party which may include any act of God, fire, explosion, flood, natural disaster, pandemic, epidemic, public health emergency, war, acts of terrorism, theft, malicious damage, riots, strikes, lock-outs, or industrial action of any kind or government regulation or requirement, restraint or restriction.

Foreground IP means all IPRs, other than any Third Party IPR, which is created under, or otherwise in relation to this Agreement or any SOW.

Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

Funding Agreement means the funding agreement entered into between FSO and the Department in relation to strengthening Australia's National Vocational Education and Training System Program, and any other funding agreement entered into by FSO with the Department or any other Commonwealth agency or entity.

GST has the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount equal to the GST Exclusive Consideration for that Taxable Supply multiplied by the prevailing rate of GST.

GST Exclusive Consideration means the amount nominated under this Agreement as Consideration for a Taxable Supply but for the application of clause 3.5.

GST Group has the meaning given by the GST Law.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

GTO or **Group Training Organisation** means an organisation which hires apprentices and trainees and places them with host employers.

ICT Systems means the ICT systems and software used by FSO and/or the Supplier and its Personnel, in relation to the performance of this Agreement as applicable.

Illegal or Corrupt Practice means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the delivery of the Services, which would or could be construed as an illegal or corrupt practice.

Indigenous Enterprises means an organisation that is 50 percent or more Indigenous owned that is operating a business.

Information Commissioner means the person appointed under section 14 of the *Australian Information Commissioner Act 2020* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Insolvency Event means any step taken to enter into any arrangement with creditors, any step taken to appoint a receiver, manager, trustee in bankruptcy, liquidator, provisional liquidator, mortgagee or like person of the whole or any part of a person's assets or business, any disposal of all or substantially all of a person's assets, operations or business or ceasing to be able to pay debts as they become due or to carry on business.

IPRs means all intellectual property rights in Australia and throughout the world, including patents, copyright, registered designs, registered and unregistered trademarks (including service marks), trade, business or company names, indication of source or origin and any right to have confidential information kept confidential, trade secrets, ideas, concepts, materials, know-how, techniques and any other rights resulting from intellectual activity (other than Moral Rights).

JSC Code of Conduct means the code of conduct for the JSC Program, as amended from time to time.

JSC Performance Framework means the performance framework for the JSC Program, as amended for time to time, which will be used for the purpose of measuring Jobs and Skills Councils performance under this Agreement.

JSC Program means the Jobs and Skills Councils – Strengthening Australia's National Vocational Education and Training System program (or any equivalent successor program relating to the VET sector, however it is described).

Key Personnel means the personnel named in a SOW.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.

Listed Terrorist Organisation means an organisation listed as a terrorist organisation pursuant to Division 102 of the *Criminal Code Act 1995* (Cth) at: <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>.

Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

Modern Slavery has the same meaning as in the *Modern Slavery Act 2018* (Cth).

Moral Rights means any of the following:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed.

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, as endorsed by the Council of Australian Governments (available at <https://humanrights.gov.au/sites/default/files/NationalPrinciplesforChild0SafeOrganisations.pdf>).

Officer has the meaning given to it in the *Corporations Act 2001* (Cth)

Other Offence means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c).

Personal Information has the meaning given in the Privacy Act.

Personnel means:

- (a) in relation to the Supplier, any of its directors, Officers, employees, agents, contractors, sub-contractors, sub-licensees, consultants, advisors or volunteers;
- (b) in relation to FSO, any of its directors, Officers, employees, agents, contractors, sub-contractors (other than the Supplier or its Personnel), consultants, advisors or volunteers.

Police Check means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia).

Privacy Act means the *Privacy Act 1988* (Cth).

Project Plans means the plans specified in a SOW (if any).

Registered APP Code has the meaning given in the Privacy Act.

Request For Proposal means any request for proposal issued by the FSO in relation to the Services.

Relevant Laws means Laws in force in any jurisdiction in which any of the Services are delivered.

RTO or Registered Training Organisation means a registered training organisation, within the meaning of the *National Vocational Education and Training Regulator Act 2011* (Cth).

Royalty means a payment or credit made by a licensee in consideration for the exercise of a particular right or privilege by the licensor in favour of the licensee for the use of, or the right to use, any IPRs, however calculated.

Serious Offence means:

- (a) a crime or offence involving the death of a person;
- (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;
- (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under Laws relating to companies, banking, insurance or other financial services; or
- (d) an attempt to commit a crime or offence described in paragraphs (a) to (c).

Serious Record means a conviction or any finding of guilt regarding a Serious Offence.

Services means, in respect of a SOW, the services, works and any other requirements to be provided or obligations to be fulfilled by the Supplier under this Agreement as specified in a SOW, including the supply of the Deliverables under that SOW.

SOW means a Statement of Works entered into between the parties in accordance with clause 2.1 in the form set out in Schedule 2.

Start Date means the date on which a SOW becomes effective, as set out in that SOW.

Supplier's Proposal means the Supplier's response to the Request For Proposal.

Tax Invoice has the meaning given by the GST Law.

Taxable Supply has the meaning given by the GST Law excluding the reference to section 84-5 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Taxes means all group tax, payroll tax, PAYE or other taxes, prescribed payments, fringe benefits tax, stamp and transaction duties, goods and services tax, value-added tax, superannuation guarantee levy, or other superannuation obligation of any kind or other tax,

levy, impost, deduction, charge, rate or duty or withholding which is levied or imposed by a governmental authority in Australia, or otherwise, and any related interest, penalty, fine and other statutory charge.

Term has the meaning given in clause 1.

Third Party IPRs means any IPRs that are owned by a party other than the Department, FSO or the Supplier and are embodied in, or attached to any Deliverables and/or Foreground IP; or otherwise necessarily related to the functioning of the Deliverables or the FSO's Use of the Services and/or Deliverables.

Use means, in relation to a licence of any IPRs, to:

- (a) use, reproduce, adapt, enhance, modify, otherwise change and exploit the IPRs; and
- (b) disclose, publish, transfer, transmit and communicate the IPRs.

VET means vocational education and training.

Vulnerable Person means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

Working With Children Check means the process in place pursuant to Relevant Laws to screen an individual for fitness to work with Children.

World Bank Listing of Ineligible Firms and Individuals means the list of firms and individuals ineligible to be awarded a World Bank-financed contract, available at: <https://www.worldbank.org/en/projectsoperations/procurement/debarred-firm>.

18. Interpretation

In this Agreement and each SOW headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- 18.1.1 The **singular** includes the plural and conversely.
- 18.1.2 A **gender** includes all genders.
- 18.1.3 A reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely.
- 18.1.4 A reference to a **clause** or **schedule** is to a clause of or schedule to this Agreement or the relevant SOW.
- 18.1.5 A reference to any **party** to this Agreement, any SOW or any other agreement or document includes the party's successors and permitted assigns.
- 18.1.6 A reference to any **agreement** or **document** is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement, that SOW or that other agreement or document.

- 18.1.7 A reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- 18.1.8 A reference to **dollars** or **\$** is to Australian currency.
- 18.1.9 A reference to **conduct** includes any omission and any statement or undertaking, whether or not in writing.
- 18.1.10 Mentioning anything after **include, includes or including** does not limit what else might be included.
- 18.1.11 Unless otherwise stated, where FSO's consent is required, FSO may grant or withhold its consent in its absolute discretion.

EXECUTED AS AN AGREEMENT

Executed by DIGITAL SKILLS ORGANISATION LIMITED ACN 641 892 382 trading as Future Skills Organisation by its authorised representative in the presence of:

Authorised Representative Signature

Witness Signature

Print Name

Print Name
Date: / /

Position
Date: / /

Executed by SUPPLIER (ACN xxx) in accordance with s127 of the *Corporations Act 2001*:

Authorised Representative Signature

Print Name
Date: / /

Schedule 1 Particulars

Item No.	Description	Details
Item 1	Commencement Date	[insert date]
Item 2	Expiry Date	[insert date]
Item 3	Supplier	[insert Supplier name, ACN/ABN and address details]
Item 4	Notice Details – FSO	Attention: Patrick Kidd OBE OAM, CEO Future Skills Organisation Level 8, 460 Collins Street, Melbourne, Victoria, 3000 Tel: 0477 310 882 Email: patrick@futureskillsorganisation.com.au
	Notice Details – Supplier	Attention: [Insert Supplier contact name] [Insert Supplier corporate name] [Insert Supplier registered office] Tel: [Insert Supplier contact telephone number] Email: [Insert Supplier contact email address]
Item 5	Key Representative (with delegated authority to sign SOWs) - FSO	Attention: Patrick Kidd OBE OAM, CEO Future Skills Organisation Tel: 0477 310 882 Email: patrick@futureskillsorganisation.com.au or such other person notified in writing to Supplier by FSO during the Term.
	Key Representative (with delegated authority to sign SOWs) - Supplier	Name: [insert] Phone: [insert] Title: Email: [insert] or such other person notified in writing to FSO by the Supplier during the Term.
Item 6 I	Limitation of Liability	The liability limit which is applicable to this Contract is [##insert relevant liability limit] OR The total Fees payable under this Agreement. OR Refer to the SOW.

Schedule 2 Statement of Work (Sow)

Statement of Work (SoW) contract number	[SOW number to be inserted]
Name	[SOW name to be inserted]
Start Date	[Start Date for the provision of Services under the SOW to be inserted]
Expiry Date	[Date of completion for all Services under the SOW to be inserted]

1. Overview of Works

1.1 **Method.** Example of Wording [The proposed work will entail the measurement of skills supply and demand and the availability of data and industry understanding of both the supply and demand sides of skill needs. This feasibility will comprise]

1.2 **Description of Services.** Example wording: [The following description details the deliverables required for the [name of project].]

1.3 Milestones

Name of Project:		
No	Description	Delivery Date
1		
2		
3		
4		

1.4 Project Plans

Example wording [A research plan will be submitted to the SO Steering Committee for approval seven days after the agreement signing date. The research plan must detail how and when the Supplier intends to supply the Services in accordance with this Agreement and its key milestones.]

2. Reporting & Performance Review Process

Example wording [The Supplier will report to the SO Steering Committee. The SO Steering Committee will comprise of nominated Executive staff from each of the three SO's. The SO Steering Committee is responsible for approving Project Plans, change requests and acceptance of deliverables throughout the trial.]

The SO Steering Committee will have regular meetings (initially on delivery of research plan, then agreed as necessary) where project and milestone delivery progress are reported to the FSO Executive team, as per section 2.3 of this agreement. Variations to delivery requirements will be identified and agreed through these meetings].

3. Deliverables

Deliverables to be met in accordance with the outlined milestones.

[Description of any Deliverables to be provided as part of the Services and under the SOW to be confirmed]

4. Fees

FSO shall pay Supplier the following fees on achievement of the following milestones:

Name:				
No	Description	Delivery Date	Payment Method	Price \$A (ex GST)
1			Invoice	\$0
	Total			\$0

The Supplier must issue monthly Tax Invoices to FSO detailing the payments to be made by FSO.

5. Key Personnel

The following Key Personnel listed are required for this SOW: [Details of particular Key Personnel to be confirmed, if and as applicable]

[insert]

6. Limitation of Liability

[insert]

7. Other information

[To be confirmed, if and as applicable]

Signing		
Signed by authorised representative of FSO		
..... Signature Print name Date
Signed by the Supplier Representative		
..... Signature Print name Date