**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN: THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906)** an institution established under the *Australian National University Act* 1991 (Cth), as represented by [insert relevant area] of Acton, the Australian Capital Territory, 0200, Australia

(**ANU**)

**AND**: [**INSERT ORGANISATION NAME] (ACN xxxxxx)** of [Insert Registered Address], Australia

(**CONTRACTOR**)

BACKGROUND

1. The [insert relevant area] at the ANU wishes to engage the Contractor to provide certain Services with the ANU to deliver the Project, as specified in the Agreement Details.
2. The Contractor has fully informed themselves of all aspects of the Services required to be performed under this Agreement.
3. The Contractor has the required skills and knowledge and is available for the purposes of this Agreement.
4. The ANU has agreed to engage the Contractor to provide the Services to deliver the Project, upon the terms and conditions contained in this Agreement.

THE PARTIES AGREE

# **Interpretation**

## The following definitions are incorporated in this Agreement

### **Acceptance** or **Accepted** means acknowledgement by the ANU that the Deliverables meet the requirements of the Agreement satisfactory to the ANU or the Deliverables Specification where they are specified in the Agreement Details;

### **Agreement** means this document including any schedules and annexures or any amendment thereof agreed in writing by the Parties;

### **Agreement Details** means the Agreement details including any statement of requirements which forms part of this Agreement, as set out in Schedule 1;

### **ANU Data** means all data and information relating to the ANU and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the ANU;

### **ANU Material** means:

#### any ANU Data, Auxiliary Material or Material:

##### provided by the ANU to the Contractor for the purposes of this Agreement (and as may be specified in the Agreement Details); or

##### copied or derived from Material so provided.

### **Auxiliary Material** means any Material, other than Contract Material, which is made available by a Party for the purpose of this Agreement on or following the Effective Date and includes:

#### Third Party Material;

#### any modifications that may be required under clause 29;

#### error corrections or translations to that Material; or

#### derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material;

### **Business Hours** means from 8.00 am to 6.00 pm on a Working Day at the place where the Services are to be provided, unless specified otherwise in the Agreement Details;

### **Change Request** means a change requested by either Party which, if signed by the Parties will result in a variation to any part of the Agreement as set out in Schedule 3;

### **Completion Date** means the date the Agreement ends, as specified in the Agreement Details;

### **Confidential Information** means information that:

#### is by its nature confidential;

#### is marked as confidential; or

#### is known to be confidential, or which a Party ought to have known was confidential,

but does not include information which:

#### is or becomes public knowledge other than by breach of this Agreement, or by any other lawful means; or

#### is in the possession of a Party prior to disclosure by the other Party, without any breach of an obligation of confidence; or

#### has been independently developed or acquired by a Party; or

#### is required to be released by Law;

### **Contract Material** means any Material, including any Deliverables:

#### newly created for the purposes of this Agreement;

#### provided or required to be provided to the ANU as part of the Services or incorporated into a Deliverable; or

#### modified or derived at any time from Material referred to in paragraphs (i) or (ii),

by the Contractor on or following the Effective Date;

### **Contract Period** means the Initial Contract Period plus any extension in accordance with clause 4.2;

### **Contribution** means any Deliverables, in-kind or cash contribution/s (including any Fees) made by either Party as specified in the Agreement Details;

### **Defect** means a fault, error, failure, degradation, deficiency or malfunction that causes the relevant Deliverable not to meet the Deliverables Specification (where specified) and other requirements under the Agreement;

### **Deliverable** means any design, material or other output including any drawing, shape, configuration, pattern or ornamentation in any format and on any media on which it is delivered and includes any Report, Documentation, and other Contract Material provided by the Contractor to the ANU as part of the Services or output from any Service and as specified in the Agreement Details;

### **Deliverable Specification** means the technical or descriptive specifications of functional, operational, performance or other characteristics required of a Deliverable provided by the Contractor as specified in the Agreement Details or agreed between the Parties in writing;

### **Deliverables Submission Date** means the date the Contractor is to provide the Deliverables to the ANU, as specified in the Agreement Details;

### **Document** includes:

#### any paper or other material on which there is writing;

#### any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;

#### any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; and/or

#### a piece of text or text and graphics stored electronically as a file for manipulation by document processing software;

### **Documentation** means the documentation to be provided by the Contractor to the ANU and may include the Contractor’s standard off the shelf documentation that describe the features and functions of a Service or Deliverable, in a hard copy, electronic or online format.

### **Effective Date** means the date on which this Agreement is signed by the Parties or if signed on separate days, on the date of the last signature;

### **Expenses** means any agreed reimbursable expenses where specified in the Agreement Details;

### **Expense Claim** means a list of agreed Expenses and relevant receipts, as specified in the Agreement Details;

### **Fee** means the price for the Services and Expenses (if any), as specified in the Agreement Details;

### **Fee Rate** means the specific rates for the Services as set out in the Agreement details;

### **Force Majeure Event** includes the following:

#### Act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightening storm, tempest, drought or meteror; or

#### War (declared or undeclared), invasion, act of foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;

#### Pandemic;

#### Act of public enemy, sabotage, malicious damage, terrorism or civil unrest;

#### Confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; or

#### Strikes, blockades, lock out or other industrial disputes,

provided they are outside the reasonable control of the affected Party and could not have been prevented or avoided by that Party taking all reasonable steps.

### **GST** means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth);

### **Insolvency Event** in the context of a person means:

#### a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the Corporations Act), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the person;

#### the person or the person’s property or undertaking becomes subject to a personal insolvency arrangement under Part X *Bankruptcy Act* 1966 (Cth) or a debt agreement under Part IX *Bankruptcy Act* 1966 (Cth);

#### the person is or becomes unable to pay its debts when they are due or is becomes unable to pay its debts within the meaning of the Corporations Act or is presumed to be insolvent under the Corporations Act;

#### the person ceases to, or threatens to cease to, carry on business; or

#### an application or order is made for the liquidator of the person or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the person otherwise than for the purpose of an amalgamation or reconstruction.

### **Insurance** means the insurance policies the Contractor is required to effect and maintain (if any), as specified in the Agreement Details;

### **Intellectual Property Rights** means all intellectual property rights, including but not limited to the following rights:

#### patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names;

#### any application or right to apply for registration of any of the rights referred to in paragraph 1.1(dd)(i); and

#### all rights of a similar nature to any of the rights in paragraphs 1.1(dd)(i) and 1.1(dd)(ii) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered;

### **Initial Contract Period** means the period of time for which this Agreement is intended to continue, as specified in the Agreement Details;

### **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;

### **LD Amount** means an amount which represents a genuine pre-estimate of the damage that the ANU may suffer pursuant to clause 39.1, as specified in the Agreement Details;

### **LD Timeframe** means the timeframe specified in the Agreement Details pursuant to clause 39.2;

### **Liaison Officer** means the authorised ANU or Contractor representative specified in the Agreement Details;

### **Losses** means liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred or awarded against a party);

### **Material** includes property, equipment including but not limited to projector, project housing, temporary power boxes, leads, lead housings, Documents, firmware, software, goods, methodology, process, information or data stored by any means and which may be the subject matter of any category of Intellectual Property rights;

### **Milestone** means the groups of tasks relating to and including the provision of Deliverables to be performed or provided by the Contractor under the Agreement;

### **Party** means either the ANU or the Contractor and **Parties** means both the ANU and the Contractor;

### **Payment Plan** means the details that relate to the payment arrangements which is included in the Agreement Details;

### **Performance Criteria** means the standards of services/criteria applicable to the performance of the Contractor including the quality of the Services offered or delivered, which the Contractor must achieve in providing the Services to the ANU, as specified in the Agreement Details;

### **Personal Information** has the same meaning given to it in the *Privacy Act* 1998 (Cth);

### **Personnel** means in relation to a Party, any natural person who is an employee, officer, agent or professional adviser of that Party and:

#### in the case of the Contractor, of a subcontractor; and

#### in the case of the ANU, includes a student of the ANU;

### **Progress Meetings** means the progress meetings pursuant to clause 19 as specified in the Agreement Details;

### **Project** means the project specified in the Agreement Details;

### **Project Proposal** means the details of the Deliverables to be supplied and the Services to be performed under this Agreement including any project proposal, as set out in Schedule 2, and any other Project Proposal agreed under a Change Request, in the form of those schedules;

### **Reports** means a Deliverable in the form of a document as set out in the Agreement Details;

### **Service** means any item or thing to be provided under the Agreement as described in the Agreement Details and includes the supply of Deliverables including any designs;

### **Specified Personnel** means the ANU or Contractor’s key personnel who are required to undertake the provision of the Services and Deliverables or part of the work constituting the Services or Deliverables as set out in the Agreement Details;

### **Specifications** means any of the functional and technical requirements for the Services and Deliverables as described in the Deliverable Specifications (if any) or in the Project Proposal;

### **Subcontractor** means a third party to which the Contractor has subcontracted the performance or supply of any Services;

### **Third Party Material** means Auxiliary Material including any third party software, open source software, software components, plug-ins and other programs that are owned by third parties in which a third party holds Intellectual Property Rights;

### **Warranted Material** means the Auxiliary Material provided by the Contractor, the Deliverables and Contract Material;

### **Warranty Period** means ninety (90) days from AAD, unless otherwise specified in the Agreement Details;

### **Working Day** in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place.

## In this Agreement, unless the contrary intention appears:

### words importing a gender include any other gender;

### words in the singular number include the plural and words in the plural number include the singular;

### words importing persons include a partnership and a body whether corporate or otherwise;

### clause headings and notes in square brackets (“[ ]”) in this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer, except for the purpose of rectifying any erroneous cross-reference;

### all references to clauses are clauses in this Agreement;

### all references to dollars are to Australian dollars and this Agreement uses Australian currency;

### where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

### where examples of things are given by reference to the word “including” or “such as”, the meaning of references to the thing is not limited by reference to the examples;

### where the last day of any period prescribed for the doing of an action falls on the day which is not a Working Day the action will be done no later than the first Working Day following that day; and

### a reference to an Act is a reference to an Act of the Commonwealth or a State or Territory of Australia as amended from time to time, and includes a reference to any subordinate legislation made under the Act.

# **Priority of documents**

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

### the Agreement clauses;

### the schedules or attachments; and

### any document incorporated by express reference as part of this Agreement.

## If there is any inconsistency between parts of a schedule or between schedules, then ANU may nominate which parts or which schedules, prevail to the extent of the inconsistency.

# **Non-exclusivity**

## The Parties acknowledge that this Agreement does not establish any exclusive dealings between the Parties and either Party is free to deal with third parties in respect of the kinds of Services contemplated by this Agreement.

# **Contract Period**

## This Agreement begins on the Effective Date and continues for the duration of the Initial Contract Period unless terminated in accordance with this Agreement.

## The Initial Contract Period may be extended by the ANU for further period(s), specified in the Agreement Details (each an **Option Period**) on the terms and conditions then in effect, by giving written notice to the Contractor. Such notice must be:

### be at least ten (10) days; or

### such other period as specified in the Agreement Details (**Option Notice Period**),

before the end of the current Contract Period.

### Any extension exercised in accordance with this clause 4.2 takes effect from the end of the then current Contract Period.

# **Provision of Services**

## The Contractor (including any Specified Personnel) will undertake the Services as set out in the Agreement Details in accordance with relevant Specifications, under the reasonable direction and control of the ANU Liaison Officer.

# **Service Obligations**

## Where the Contractor is supplying the Services, the Contractor must supply them:

### in accordance with any Performance Criteria;

### using the Specified Personnel (if any); and

### in accordance with any reasonable directions given by the ANU from time to time.

# **Contractor Warranties**

## The Contractor represents and warrants that:

### it has the right to enter into this Agreement;

### it has all rights, title, licences, interests and property necessary to lawfully perform its obligations;

### it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform its obligations under this Agreement;

### the Services will be fit for the purpose as set out in this Agreement; and

### the ANU use of the Deliverables will not infringe the Intellectual Property Rights of any person.

## The Contractor must carry out the Services and supply the Deliverables for the Project:

### to the best of its skill, ability, knowledge and expertise;

### in a competent and professional manner in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in any relevant Specification or Project Proposal;

### in accordance with all applicable Laws;

### in accordance with ANU policies and specific requirements of this Agreement including any Performance Criteria and Specifications;

### if no time for the supply of the Services or the Deliverables Submission Date is set out in the Agreement Details, the Services are to be provided promptly and without delay; and

### otherwise in accordance with the provisions of this Agreement.

**Contractor Assistance**

## The Contractor must in the performance of its obligations under this Agreement:

### fully cooperate with the ANU Personnel and other contractors;

### provide the ANU Personnel with complete and accurate information in a timely manner as may be needed;

### make available appropriately trained personnel in a timely manner who are capable of answering any ANU Personnel’s questions; and

### use its best efforts to coordinate its activities so as to support and facilitate, in the ANU’s best interests, the timely and efficient completion of all work and other activities to be performed for the ANU by any person.

## The Contractor acknowledges that the ANU has entered into this Agreement in reliance on the Contractor’s warranties in this clause 7 and the Contractor’s skill and judgement in rendering the Services.

## The Contractor will meet all of the costs of and incidental to the discharge of its warranties.

# **Submission of Services and Deliverables**

## The Contractor will use their best efforts to provide the Services and Deliverables to the ANU in accordance with the Project Proposal, relevant Specification (if any) and on the Deliverable Submission Date, as specified in the Agreement Details.

## Notwithstanding clauses 11, 12 and 13. where the Contractor fails to remedy a defect in the performance of the Services, complete the Services or redo the Services or make the necessary Change pursuant to clause 11.3 within fourteen (14) Working Days after notification by the ANU under this clause 8, the ANU may perform or have performed the necessary work and recover the cost from the Contractor without prejudice to any other rights or remedies the ANU may have.

# **Knowledge Transfer**

## If requested by the ANU, the Contractor must provide the following assistance to the ANU on the termination or expiry of this Agreement:

### transferring or providing access to the ANU to all information stored by whatever means held by the Contractor or under the control of the Contractor in connection with this Agreement; and

### making Specified Personnel and Contractor Personnel available for discussion with the ANU as may be required. The time, length and subject of these discussions will be at the sole discretion of the ANU, provided that any matter discussed is not considered to reveal any ‘Commercial in Confidence’ information of the Contractor.

# **Security of ANU Data**

## In providing the Services, the Contractor must take appropriate action and maintain appropriate protocols to satisfy its obligations for the protection and security of the ANU and the ANU Data. The Contractor must ensure that:

### subject to this Agreement, that no ANU Data is taken outside of Australia through the remote access or control of any server or other Hardware or software;

### no unauthorised attempt whatsoever is made to access or use in any way the ANU software systems;

### direct or indirect access to the ANU existing systems or Software is absolutely restricted to those Contractor employees who have been approved by the ANU and who have a need for such access and that access is limited to the minimum access necessary to enable the Contractor to comply with its obligations under this Agreement;

### no ANU Data is changed without the express prior written approval of the ANU;

### any access by the Contractor to the ANU Hardware or software is only with the clear identification and recording of the individual gaining such access; and

### any access by the Contractor to the ANU Hardware or software complies with any other requirements relating to remote access set out in the Project Proposal.

# **Review and Acceptance of Deliverables**

## The Services and Deliverables are subject to Acceptance by the ANU.

## Within five (5) Working Days of receipt of a Deliverable, the ANU will review the Deliverable against the relevant Specification including the Deliverables Specification (if any) and provide the Contractor with any queries, comments, clarifications or edits (Changes) on the Deliverable in writing.

## If the Contractor receives written Changes within five (5) Working Days, the Contractor must promptly amend and/or update the Deliverable for review by the ANU as appropriate without charge.

## The Deliverable will be deemed Accepted by the ANU if:

### the Contractor does not receive written Changes from the ANU within five (5) Working Days of delivery of the Deliverable; or

### upon Acceptance of the amended or updated Deliverable,

or as otherwise specified in the Agreement Details.

# **Alternative Acceptance of Deliverables**

## Without prejudice to its rights under clauses 8.2 and 14, if a Service or Deliverable fails Acceptance after attempted rectification under clause 11 the ANU and the Contractor will meet to enable the Parties to consult and to allow the Contractor to offer an alternative means of achieving the ANU’s requirements under this Agreement without further increase in the Fees.

# **Rejection of Alternative**

## The ANU, at the ANU’s entire discretion, may reject a solution proposed under clause 12 (if any) and may require the Contractor to remove any Deliverable which has failed Acceptance or which has been affected by the failure within twenty (20) Working Days and may reject Services which have failed Acceptance and either the ANU may:

### require the Contractor to refund any Fee applicable to that Service or Deliverable; or

### reduce payments to the Contractor in respect of other Services or Deliverables, to an equivalent amount.

# **Right to Terminate**

## If any part of the Services or Deliverables fail Acceptance on two or more occasions and the ANU may (in addition to its other remedies and after consultation with the Contractor), terminate the Agreement immediately under clause 39.2 by giving the Contractor written notice.

# **Documentation**

## Where specified in the relevant Specification or Project Proposal, the Contractor must provide the ANU with up to date technical and operator Documentation containing sufficient information to enable the ANU to make full use of the Deliverables at all times. The Documentation must be provided in accordance with the Project Proposal.

## The Documentation must at the time of delivery:

### be current and accurate and consistent with relevant Specification or Project Proposal;

### adequately explain key terms and symbols; and

### unless specified otherwise in the Agreement Details, be in English.

# **Fees and Payment Plan**

## The ANU will pay the Contractor the Fee/s and Expenses (if any) according to the Fee Rates (if the Contract is based on time and materials) and the Payment Plan specified in the Agreement Details.

## Where this Agreement under the Payment Plan provides that the Contractor is to be paid by progressive instalments, the ANU will be entitled, without derogating from any other right it may have, to defer payment of an instalment until the Contractor has completed to the satisfaction of the ANU that part of the Services to which that instalment relates and the Services are of a quality satisfactory to the ANU and where applicable, the Deliverables are Accepted by the ANU.

## If the Payment Plan stipulates that the Agreement is based on time and materials, the Contractor will supply to the ANU a tax invoice accompanied by a signed timesheet, and Expense Claim, (if any).

## If the Payment Plan stipulates a fixed fee the Contractor will submit to the ANU a tax invoice and Expense Claim, (if any).

## Except as provided by this clause 16, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the Contractor.

## The Contractor acknowledges and agrees that:

### it is being engaged on an independent contractor basis; and

### any payment made to the Contractor pursuant to this clause 16 will be inclusive of any entitlement the Contractor may by deemed to have under law as a result of this Agreement.

## Payment of an invoice will be taken to be made the third Working Day after the date the cheque is drawn by the ANU, or the first Working Day after the date on which the ANU authorises the electronic transfer of funds in payment of the claim.

# **Taxation and Superannuation**

## The Parties agree that all consideration for any supply made under this Agreement is inclusive of any GST imposed on the supply.

## The Parties further agree that if the Contractor makes a taxable supply to ANU under this Agreement, the Contractor will provide the ANU with a tax invoice in accordance with the requirements of the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) for the Fee/s charged, and ANU on receipt of the tax invoice will pay an additional amount to the Contractor, equal to the GST imposed on the supply in question.

## Save for clause 17.1, the Contractor will be responsible for all applicable income tax and salary related expenses associated with the Contractor’s performance of the Services.

# **Variation and Change Control**

## No amendment to the Agreement or Change Request (including in particular the scope or performance of the Services which would result in an increase in monies payable by, or other liability of the ANU) will be legally binding unless it is in writing and signed by both Parties.

## Subject to clause 18.1, if either Party (**Proposing Party**) wishes to vary the Agreement:

### the Proposing Party will submit a copy of the proposed variations to the other Party (**Receiving Party**), specifying a reasonable period in which the Receiving Party is to provide written notice of acceptance or rejection of the proposal;

### if the Receiving Party accepts the variations, the Agreement will be deemed to be so amended from the date of acceptance; and

### if the Receiving Party rejects the proposed variations, each Party will perform the Agreement in accordance with the unvaried terms.

## If a proposed variation relates to the scope of the Agreement or Performance Criteria, the Proposing Party must include in its submission pursuant to clause 18.2, a Change Request

# **Monitoring Progress**

## The Parties will meet at the times set out in the Agreement Details (or otherwise as agreed in writing between the Parties) to discuss any issues in relation to the provision of the Services or Deliverables (**Progress Meetings**). The Contractor must ensure that the Contractor Liaison and the ANU must ensure the ANU Liaison is reasonably available to attend such Progress Meetings and answer any queries relating to the provision of the Services or Deliverables raised by either Party.

## The Contractor must provide the ANU with Reports in accordance with the Agreement Details.

# **Specified Personnel**

## The Contractor must:

### provide the Services or any part of the Services to which the particular expertise relates, with the active involvement of, and using the expertise of the Specified Personnel; and

### ensure that each of the Specified Personnel is aware of and complies with the Contractor’s obligations in providing the Services.

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

### if requested by the ANU, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and

### obtain the ANU’s written consent prior to appointing any such replacement person. The ANU’s consent will not be unreasonably withheld.

## The ANU may at any time request the Contractor to remove from work in respect of this Agreement any of the Specified Personnel or the Contactor’s subcontractors or Personnel. The Contractor must promptly arrange for the removal of such subcontractors or Personnel and their replacement.

# **Subcontracting**

## The Contractor will not subcontract the performance of any part of the Services without prior written approval from the ANU. The ANU may impose any terms and conditions it considers appropriate when giving such approval.

# **Conflict of Interest**

## The Contractor warrants that, at the time of entering into this Agreement, he/she does not have a conflict of interest, or that one is likely to arise during the Contract Period of this Agreement.

## The Contractor will notify the ANU, in writing, immediately if, during the Contract Period of this Agreement, a conflict of interest does arise and take such steps as the ANU may reasonably require to resolve or otherwise deal with the conflict.

## If the Contractor fails to notify the ANU or is unwilling to resolve or deal with the conflict as required, the ANU may terminate the Agreement in accordance with the provisions of clause 38.

# **Indemnity**

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

### any negligent, unlawful or wilfully wrong act or omission of the Contractor or its subcontractors or Personnel;

### an allegation that any Services or Warranted Materials (including the use of any Services or Warranted Materials by the ANU or its subcontractors or Personnel) infringes the Intellectual Property Rights or Moral Rights of the third party. For the purposes of this clause 23.1(b), an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act* 1990 (Cth), section 96 of the *Designs Act* 2003 (Cth), section 183 of the *Copyright Act* 1968 (Cth) and section 25 of the *Circuit Layout Act* 1989 (Cth), constitute an infringement.

## The Contractor’s liability to indemnify the ANU under clause 23.1 will be reduced proportionally to the extent that any act or omission of the ANU or its Personnel or agents contributed to the loss or liability.

## The indemnities referred to in this clause 23 will survive the expiration or termination of this Agreement.

# **Insurance**

## The Contractor warrants that it is financially viable and will effect and maintain the appropriate types and amounts of Insurance to perform its obligations in relation to the Services, as set out in the Agreement Details.

# **Mitigation**

## Each Party must make every effort to mitigate any loss, damage or expense that it may suffer arising out of or in connection with this Agreement or the relationship between the Parties.

# **Intellectual Property Rights**

## This clause 26 does not affect the ownership of the Intellectual Property Rights in any Auxiliary Material.

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

## All Intellectual Property Rights in the Contract Material vest in the ANU.

## To the extent that the Contract Material is capable of being registered as a registered design under the *Designs Act* 2003 (Cth), or the Contractor is deemed by any law relating to any Intellectual Property right to be the first owner of the Intellectual Property right in any Contract Material in whole or part, the Contractor assigns to the ANU by the Agreement all right, title and interest (including all Intellectual Property rights and the right to apply for a registered design) to that Contract Material.

## To the extent that:

### the ANU needs to use any of the Auxiliary Material provided by the Contractor to receive the full benefit of the Services (including the Contract Material), the Contractor grants to, or must obtain for, the ANU for the period specified in the Agreement Details, a world-wide, royalty free, non-exclusive licence (including the right to sublicence) to use, reproduce, adapt, modify and communicate that Auxiliary Material;

### the Contractor needs to use any of the

#### ANU Material; or

#### Auxiliary Material provided by the ANU,

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

### The licence granted to the ANU under clause 26.5(a) does not include the right to exploit the Auxiliary Material for commercial purposes.

## Each Party must at its own cost, do all things and execute all documents necessary or convenient to give effect to clause 26.

# **ANU Material**

## Ownership of all ANU Material remains vested at all times in the ANU.

## The ANU agrees to provide the ANU Material to the Contractor as specified in the Agreement Details. The Contractor will be responsible for the reasonable care of ANU Material from the date the Contractor receives the ANU Material.

## The Contractor will ensure that the ANU Material is used strictly in accordance with this licence and any conditions or restrictions set out in the Agreement Details and any direction of the ANU.

## Upon the expiration or termination of this Agreement, the Contractor will return all the ANU Material obtained in the performance of the Services under this Agreement to the ANU.

# **Warranted Materials**

## The Contractor warrants that:

### the Warranted Materials and the ANU’s use of those Warranted Materials will not infringe the Intellectual Property Rights of any person; and

### it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in clause 26.

# **Remedy for breach of warranty**

## If somebody claims, or the Contractor reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Contractor must, in addition to the indemnity under clause 23, and to any other rights that the ANU may have against it, promptly, at the Contractor’s expense:

### use commercially reasonable efforts to secure the rights for the ANU to continue to use the affected Warranted Materials free of any claim or liability for infringement; or

### replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any person without any degradation of the performance or quality of the affected Warranted Materials.

# **Liaison**

## The Contractor and the Contractor’s Personnel or Specified Personnel (where specified) will liaise with and report to the ANU Liaison Officer or their delegate as reasonably required by the ANU during the Contract Period of this Agreement.

# **Compliance with Laws and Policies**

## The Contractor agrees, in carrying out this Agreement, to comply with any Law, ANU policy or procedure or reasonable direction given by the ANU Liaison Officer from time to time.

## The Contractor agrees that it is responsible for obtaining the requisite information to comply with clause 31.1 and the ANU has no liability for providing the Contractor with that information.

## In the event that the ANU receives a request under Freedom of Information legislation for access to a document, information or government information created by, or in the possession of, the ANU that relates to the performance of this Contract, the Contractor must, if required by the ANU, immediately assist the ANU in relation to the request (including by providing any document, information or government information that it holds to the ANU). The terms, ‘document’, ‘information’ and ‘government information’ have the same meaning as they have in any Freedom of Information legislation.

# **Record Retention**

## The Contractor acknowledges that it will, by reasonable means, retain and keep secure under its possession all Material associated with accounts, payments, taxation and auditing for the period of seven (7) years from termination of the Contract or as required by Australian Law, whichever is the greater period.

# **Conduct at ANU Premises**

## Where the ANU, during the Contract Period, provides the Contractor with access to ANU premises as necessary for the Contractor’s performance of the Services under this Agreement, the ANU Liaison Officer may by notice to the Contractor withdraw access rights to any ANU premises at any time for any period.

## The Contractor must, when using the ANU’s premises or facilities for the purposes of the Services, comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or in regard to those facilities (including the ANU’s smoke free workplace policy), whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

# **Access to Contractor Records**

## Whenever work under this Agreement is being performed, and otherwise at all other reasonable times, the Contractor will permit the ANU Liaison Officer access to inspect its records or accounts in connection with performance of Services under this Agreement by the Contractor.

# **Confidentiality**

## The Contractor will not, without the prior written approval of the ANU, disclose to any person other than the ANU, any Confidential Information, including that which relates to this Agreement or the Services under this Agreement. In giving written approval the ANU may impose such terms and conditions, as it thinks fit.

## The obligations under this clause 35 will survive the expiry and termination of this Agreement.

# **Protection of Personal Information**

## The Contractor agrees to:

### use personal information held or controlled by it in connection with this Agreement only for the purposes of fulfilling his/her obligations under this Agreement;

### take all reasonable measures to ensure that personal information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;

### comply with the Information Privacy Principles in the *Privacy Act* 1988 *(Cth)* to the extent that the content of those principles apply to the types of activities the Contractor is undertaking under this Agreement, as if the Contractor were an agency as defined in that Act;

### cooperate with any reasonable demands or inquiries made by the ANU on the basis of the exercise of the functions of the Office of the Australian Information Commissioner under the *Privacy Act* *1988* and the *Freedom of Information Act 1982*.

### ensure that any person who has an access level which would enable that person to obtain access to any personal information is made aware of, and agrees to observe the Information Privacy Principles and other obligations referred to in this Clause;

### comply with any policy guidelines laid down by the ANU or issued by the Privacy Commissioner from time to time relating to the handling of personal information; and

### comply with any direction of the ANU to observe any recommendation of the Information Commissioner relating to any acts or practices of the Contractor that the Information Commissioner considers breaches the obligations in this Clause.

# **Independent Contractor**

## The Contractor is not by virtue of this Agreement an officer, employee, partner or agent of the ANU nor does he/she have any power or authority to bind or represent the ANU.

## The Contractor will not represent itself as being an officer, employee, partner or agent of the ANU, or as otherwise able to bind or represent the ANU.

# **Announcements**

## The Contractor must, before making a public announcement in connection with this Agreement or any transaction contemplated by it, obtain the ANU’s agreement to the announcement, except if required by Law.

## If the Contractor is required by Law to make a public announcement in connection with this Agreement or any transaction contemplated by this Agreement, the Contractor must, to the extent practicable, first consult with and take into account the reasonable requirements of the ANU.

## Where reasonably practicable, the ANU must, on or before making a public announcement in connection with this Agreement, or any transaction contemplated by it, provide notice to the Contractor of the general nature of the announcement. For the avoidance of doubt, the ANU does not require the consent of the Contractor to the making of the announcement.

# **Termination**

## The ANU may terminate this Agreement via seven (7) Working Days written notice to the Contractor.

## Without limiting any other rights or remedies the Parties may have against the other Party arising out of or in connection with this Agreement, either Party may terminate this Agreement (in whole or part) by thirty (30) days written notice if:

### either Party commits a material breach of this Agreement and does not remedy that breach within ten (10) Working Days of that breach being notified to the other Party;

### an Insolvency Event occurs or is likely to suffer an Insolvency Event with respect to either Party;

### a Force Majeure Event occurs; or

### either Party notifies the other Party that it can no longer carry out any of its obligations under this Agreement or is unwilling to do so.

## If this Agreement is terminated in accordance with the clause 39.1, the ANU will be liable only for:

### payments under the payment provisions of this Agreement for the Services rendered before the effective date of termination; and

### any reasonable costs incurred by the Contractor and directly attributable to the termination of this Agreement.

## For the avoidance of doubt, if this Agreement is terminated in accordance with clause 39.1, and the ANU has made a deposit or an advance payment to the Contractor prior to receiving any Deliverables or Services, the Contractor agrees to repay ANU the amount of the deposit or advance payment paid by ANU to the Contractor immediately before the termination effective date, and if not repaid, the Contractor agrees the amount is recoverable by ANU as a debt.

## Upon terminating this Agreement, the ANU will not be liable to pay compensation in any amount which would, in addition to any amounts paid or due, or becoming due, be greater than the total Fees payable to the Contractor under this Agreement.

## Upon receipt of a notice of termination the Contractor will:

### immediately stop work as specified in the notice and render an invoice to the ANU detailing the costs of Services and hours spent to date, prior to termination; and

### take all available steps to minimise loss resulting from that termination and to protect ANU Material and the Contract Material.

## Following termination or expiration of this Agreement the Parties agree that:

### accrued rights and remedies of a Party will not be affected; and

### each Party must return the Confidential Information of the other Party (if any) in that Party’s possession or control;

### all rights of the Contractor granted under the Agreement will terminate; and

### the Contractor must deliver up to ANU all copies of ANU Material and Contract Material in the possession, custody or control of the Contractor.

# **Liquidated Damages**

## The Parties acknowledge that if the Contractor delays in supplying the Services or Deliverables beyond the LD Timeframe identified in the Agreement Details (if any):

### the ANU will suffer loss and damage; and

### all such loss and damage may, having regard to the nature of the Services or Deliverables and their significance to the ANU as an educational institute, be impossible, complex or expensive to quantify accurately in financial terms and the loss and damage arising from such delay may not be able to be precisely calculated or proved,

and therefore, the Parties agree that the amount of Liquidated Damages referred to in clause 40.1 is a genuine pre-estimate of the damage that would be suffered by the ANU in such event.

## If the Contractor delays the supply of the Services or Deliverables, beyond the LD Timeframe (as specified in the Agreement Details), the ANU, without prejudice to any rights that would otherwise accrue under the Agreement is entitled to recover from the Contractor, or deduct moneys due to the Contractor, as Liquidated Damages and not as a penalty, the LD Amount specified in the Agreement Details for each day of delay.

## The number of days of delay in completion of the supply of the Services or Deliverables at the ANU will be the number of days beyond the Completion Date in accordance with the Agreement Details;

## For the purposes of clauses 13 and 14 where the Services or Deliverables are rejected they will be taken not to have been supplied.

# **Dispute Resolution**

## The Parties undertaken to take all reasonable endeavours in good faith to resolve any disputes which arise under them in connection with the terms of the Agreement.

## A Party may give the other Party a notice of dispute (**Dispute Notice**) in connection with the terms of the Agreement. Following the giving of a Dispute Notice, the dispute must initially be referred to a representative with the appropriate authority of each of the Parties, who will use reasonable efforts to resolve the dispute within ten (10) Working Days of giving the Dispute Notice.

## If the Parties have not been able to resolve the dispute in accordance with clause 41.2, then the Parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including any mediation or conciliation.

## In the event that the dispute has not been resolved within ten (10) Working Days (or other such period as agreed between the Parties in writing) after the Parties have attempted to resolve the dispute under clause 41.2 or the appointment of a mediator or conciliator in accordance with clause 41.3 then either Party may, if it wishes, commence legal proceedings.

## Nothing in this clause 41 will prevent either Party from seeking urgent injunctive relief.

# **Notices**

## Any notice, consent, approval, undertaking, acknowledgement, verification or report contemplated by this Agreement, must be given in writing.

## If a notice is:

### delivered by hand, the notice will be deemed to have been received when delivered;’

### sent by mail from within Australia to an address within Australia, the notice will be deemed to have been received three (3) Working Days after the date of posting;

### sent by mail outside Australia or mailed to an address outside Australia, the notice will be deemed to have been received five (5) Working Days after the date of posting;

### sent by facsimile, the notice will be deemed to have been received when the sender receives confirmation that the transmission was successful,

except that if a notice is deemed to have been received at a time after 5.00pm on a Working Day, or on a day that is not a Working Day, then the notice will be deemed to have been received on the following Working Day.

## Notices given to a Party under this Agreement must be given to the addresses and facsimile numbers specified in the Agreement Details.

# **Governing Law**

## This Agreement will be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the Parties submit to the jurisdiction of the courts of that Territory.

# **Assignment and Novation**

## Neither Party may novate or assign or otherwise deal with any of its rights or obligations under, this Agreement without the other Party’s prior written consent.

# **Waiver**

## Failure by either Party to enforce a provision of this Agreement will not be construed as in any way affecting the enforceability of that provision, or the Agreement as a whole.

# **Severability**

## Each provision of this Agreement and each part thereof will, unless the context necessarily requires otherwise, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

# **Entire Agreement**

## This Agreement represents the Parties’ entire agreement and its terms replace any prior representations, communications, agreements, statements or understandings, whether oral or in writing, relating to its subject matter.

# **Further Assurances**

## Each Party must promptly at its own costs do all things (including executing and if necessary delivering all documentation) necessary or desirable to give full effect to this agreement.

# **Counterparts**

## This Agreement will be validly executed if signed in any number of counterparts and the counterparts taken together will constitute one agreement.

## Each Party may communicate its execution of this Agreement by successfully transmitting an executed copy of this Agreement by facsimile or email to the other Party.

**EXECUTED AS AN AGREEMENT**

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| --- | --- | --- |
| By and on behalf of **The Australian National University** | ) |  |
| **ABN 52 234 063 906** | ) |  |
| by an authorised officer in the presence of | ) |  |
| ) |
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| Signature of witness |  | Signature of authorised officer |
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| Name of witness |  | Printed name of authorised officer |
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| Date |  |  |

[LO Note: The following execution block is for a Pty Ltd or Ltd companies]

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| By and on behalf of insert | ) |  |
| **ACN** insert | ) |  |
| in the presence of its duly authorised officers in accordance with section 127 of the *Corporations Act* 2001 (Cth): | ) |  |
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| Signature of Director/Secretary |  | Signature of Director |
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| Name of Director/Secretary |  | Printed name of Director |
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| Date |  |  |
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**SCHEDULE 1: Agreement Details**

|  |  |
| --- | --- |
| **ITEM 1: Project** | The Project [insert description]. |
| **ITEM 2: Effective Date** | The Agreement will commence [insert]. |
| **ITEM 3: Initial Contract Period** | The Initial Contract Period is from the Effective Date until the Completion Date, being [ insert]. |
| **ITEM 4: Option Period** | [insert] or N/A |
| **ITEM 5: Option Notice Period** | [insert] or N/A |
| **ITEM 6: Services** | The Services (including any Deliverables) to be provided to the ANU under this Agreement include:   1. [insert]; and 2. [insert].   The Contractor will provide the Services according to the Performance Criteria (if specified), relevant Specifications and the Deliverables Submission Date (if specified), or as agreed in writing with the ANU Liaison Officer. |
| **ITEM 7: Performance Criteria** | [insert] or N/A |
| **ITEM 8: Contributions** | **ANU Contributions**  The ANU will provide the following Contributions (including any Deliverables) to the Contractor for the purposes of the Project in accordance with the Deliverables Specification (if any) and the Deliverable Submission Date/s:   * [insert i.e. construction and installation of projector housings for X number of projectors (**Deliverable No X**)]; * [insert]   **Contractor Contributions**  The Contractor will provide the following Contributions (including any Deliverables) to the ANU for the purposes of the Project in accordance with the Deliverables Specification (if any) and the Deliverable Submission Date/s:   * [insert]; * [insert]   Or N/A |
| **ITEM 9: Deliverables & Deliverables Submission Date** | The ANU and the Contractor will deliver their respective Contributions (including any Deliverables and Reports) according to the following Deliverables Submission Dates:   * **Deliverable No 1** (submission of insert details) provided by [ANU/Contractor] on the Deliverables Submission Date being [insert date]; * **Deliverable No 2** (submission of insert details) provided by [ANU/Contractor] on the Deliverables Submission Date being [insert date]; * **Deliverable No 3** (submission of insert details) provided by [ANU/Contractor] on the Deliverables Submission Date being [insert date]; * **etc**   according to any Specifications including the Deliverable Specification (if any) or other requirements to be agreed in writing with the ANU Liaison Officer.  Subject to clauses 9 the ANU and the Contractor agree that each Deliverable will be deemed Accepted by ANU as soon as the Deliverable is provided to the ANU Liaison Officer in accordance with the Deliverable Submission Date. |
| **ITEM 10: Deliverables Specification** | * **Deliverable No 1**  [insert Deliverable Specification details]; * **Deliverable No 2** [insert Deliverable Specification details]; * **Deliverable No 3** [insert Deliverable Specification details]; |
| **ITEM 11: Rights to Use Deliverables** | [insert details] or N/A |
| **ITEM 12: Fees** | The ANU will pay the Contractor the Fee for the Services, as specified in the Payment Plan, and if stipulated that the Agreement is based on time and materials, in accordance with Fee Rates.The ANU will pay the Contractor any additional Fee incurred (at the Fee Rate), for additional Services provided to the ANU, only if parties have agreed in writing pursuant to clause 18 prior to the commencement of any additional Services. |

|  |  |
| --- | --- |
| **ITEM 13: Payment Plan** | The Contractor will provide the Services and Deliverables on a [time and materials basis] [fixed fee basis]. **Fixed fee Payment Plan**The ANU is to pay the Contractor the Fees and any Expenses upon receipt of a tax invoice and Expense Claim (if any) from the Contractor, in accordance with the following Payment Plan.1. The total Fee for the supply of the Services is $[insert] (AUD) [inclusive/exclusive] of GST.2. Payment Plan:The ANU will pay the Contractor the Fee in progressive instalments as follows:$[insert] [inclusive/exclusive] of GST is payable on the [insert date/event i.e on Effective Date];$[insert] [inclusive/exclusive] of GST is payable on the [insert date/event i.e. on submission of Deliverable No X];$[insert] [inclusive/exclusive] of GST is payable on the [insert date/event]. |
| **ITEM 14: Fee Rates** | If the Agreement is based on time and materials the following Fee Rates apply:  **Daily Fee Rate (including GST):**  [if a time and materials agreement insert] or N/A  **Overtime Fee Rate (including Taxes):**  [if a time and materials agreement insert] or N/A  The daily rate is based upon Services performed on Business Hours. Overtime rates will be charged when work is outside this period.  The above Fee Rates are fixed until [insert date] or N/A. |
| **ITEM 15: Expenses** | The ANU is to reimburse the Contractor any of the following Expenses, upon receipt of a tax invoice and an Expense Claim from the Contractor. Expenses include:   * [For example - Travel Expenses including:   + Return economy airfare/s from Canberra to Sydney (as required);   + Taxi fares;   + Telephone charges, * Cost of meals; and * Accommodation in Sydney]   or insert N/A |

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| --- | --- |
| **ITEM 16: Payment Information** | [insert Contractor payment details] or N/A |
| **ITEM 17: Business Hours** | The Business Hours are between [9am and 5pm.] |
| **ITEM 18: Warranty Period** | [insert days i.e. 90 days] or N/A |
| **ITEM 19: ANU Material** | The ANU will provide the Contractor with access to all necessary ANU Materials, including but not limited to documentation, data and equipment necessary for the completion of the Project. |
| **ITEM 20: Insurance** | The Contractor will maintain during the Term of the Agreement:   1. public liability insurance for an amount of not less than twenty million dollars ($20,000,000); 2. professional indemnity insurance for an amount of not less than ten million dollars ($10,000,000); and   3. relevant worker’s compensation. |
| **ITEM 21: Liaison Officer** | The ANU Liaison Officer will be the person holding, occupying or performing the duties of:   * [insert]   The Contractor Liaison Officer will be the person holding, occupying or performing the duties of:   * [insert] |
| **ITEM 22: Notices** | The ANU’s contact details for notices is: insert  The Contractor’s contract details for notices is: insert |
| **ITEM 23: Specified Personnel** | **Title and Grade of Specified Personnel:**  [insert] |
| **ITEM 24: Progress Meetings** | The Parties will hold Progress Meetings:   * via telephone or email as required; * [insert]. |
| **ITEM 25: LD Timeframe** | [insert] or N/A |
| **ITEM 26: LD Amount** | [insert] or N/A |

**SCHEDULE 2: Project Proposal**

[insert] or N/A

**SCHEDULE 3: Change Request**

**CHANGE REQUEST BRIEF DETAILS**

|  |  |  |
| --- | --- | --- |
| **Change Request Number** |  | *Insert Change Request Number (supplied by the ANU)* |
| **Date of Change Request** |  | *Insert date of draft Change Request* |
| **Originator of need for Change Request** |  | *ANU or Contractor* |
| **Proposed implementation date of Change** |  | *Insert proposed date of implementation* |
| **Date of expiry of validity of Change Request** |  | *Insert validity expiry date. The Change Request is invalid after this date.* |
| **Contractor’s estimated time and cost of evaluation** |  | *Insert estimated time and cost of evaluation* |
| **Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any**  **(This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds Working (2) Working Days)** |  | *Insert amount to be paid to the Contractor for evaluating the draft Change Request* |

**CHANGE REQUEST HISTORY LOG**

|  |  |  |  |
| --- | --- | --- | --- |
| **Change Request Version History** | | | |
| **Date** | **Issue Version** | **Status/Reason for New Issue** | **Author** |
| *Insert date* | *Insert version* | *Insert status/reason* | *Insert author* |
|  |  |  |  |
|  |  |  |  |

**DETAILS OF CHANGE REQUEST**

Summary

[Insert a summary of the changes, if required]

Scope

[Insert changes to the scope of any Services, including any extensions to the Contract Period.]

Effect of Change on Specifications

[Insert any changes to the Specifications]

Effect of change on project timetable

[Insert changes to the project timetable]

Effect of change on Fees and timing of payment

[Insert new Fees and the timing of Payment Plan]

Changes to ANU Materials

[Insert any changes to the ANU Materials]

Changes to ANY Personnel

[Insert any changes to any Personnel]

Plan for Implementing the Change

[insert the plan for implementing the change – if any.]

The Responsibilities of the parties for implementing the change

[Insert the responsibilities of the respective Parties for implementing the change – if any.]

Responsibilities of the Contractor

[Insert the responsibilities of the Contractor for implementing the change – if any.]

Responsibilities of the ANU

[insert the responsibilities of the ANU for implementing the change – if any.]

Effect On acceptance of any Deliverable

[Insert if there will be any effect on the Acceptance of any Deliverable – or alternatively insert None.]

Effect of change on performance of any Deliverable

[Insert if there will be any effect on performance of any Deliverable – or alternatively insert None.]

effect on users of the system/solution

[Insert if there will be any effect on users of the system/solution – or alternatively insert None.]

effect of change on documentation

Changes will be required to the following documents:

* [Add any other documents which may be affected.]

effect on training

[ Insert if there will an effect on training or alternatively insert None.]

any other matters which the parties consider important

[insert if there are any other matters.]

Assumptions

The plan for implementing the changes outlined in this Change Request is based on the assumptions listed below:

* [Insert any assumptions. If none then this section will be deleted].

If the assumptions are or become untrue, the Parties will address the effect of this through a subsequent Change Request.

List of Documents That Form Part of this change Request

[Insert a list of the documents that form part of this Change Request]

Agreement clauses, schedules affected by the proposal are as follows:

[Insert amendments to clauses in the Agreement, relevant Schedules including any Service Level Agreement]

authorisation

The Contractor must not commence work on the Change Request until is signed by both Parties. Once signed by both Parties, the Agreement is updated by this Change Request and any provisions of the Agreement that conflict with this Change Request are superseded.

**EXECUTED AS AN AGREEMENT**

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| By and on behalf of **The Australian National University** | ) |  |
| **ABN 52 234 063 906** | ) |  |
| by an authorised officer in the presence of | ) |  |
| ) |
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| Signature of witness |  | Signature of authorised officer |
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| Name of witness |  | Printed name of authorised officer |
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[LO Note: The following execution block is for a Pty Ltd or Ltd companies]

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| By and on behalf of | ) |  |
| **ACN** insert | ) |  |
| in the presence of its duly authorised officers in accordance with section 127 of the *Corporations Act* 2001 (Cth): | ) |  |
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| Signature of Director/Secretary |  | Signature of Director |
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| Name of Director/Secretary |  | Printed name of Director |
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**SCHEDULE 4: Specifications**

[insert] or N/A