

STANDARD CONDITIONS OF CONTRACT

1. Provision of services

- 1.1 The organisation agrees to perform the services to a standard recognised as a high professional standard by the industry to which the organisation belongs, and to meet or exceed the timeframe and any other specific requirements set out in the contract details or otherwise in the documents referred to in clause 18.2.
- 1.2 The organisation agrees to liaise with the project manager as reasonably required and to comply with any directions of the project manager, which are consistent with this contract.
- 1.3 The organisation agrees that the specified personnel will perform work in relation to the services in accordance with the contract.
- 1.4 The organisation agrees not to subcontract the performance of any part of the services.
- 1.5 ACARA agrees to provide material and assistance to the organisation as specified in the contract details.

2. Fees

- 2.1 ACARA agrees to pay the organisation rendered invoice. If this period ends on a that
- 2.4 The due date for payment by ACARA is 30 calendar days after the delivery of a correctly rendered invoice. If this period ends on a day that is not a business day, the due date for payment is the next business day.

3. Taxes and charges

- 3.1 Any taxes or charges imposed in connection with this contract must be borne by the organisation.
- 3.2 Unless otherwise indicated, all consideration for a supply under this contract is exclusive of any GST.
- 3.3 The recipient of a supply under this contract must 4.2 The specified personnel must not incorporate intellectual property owned by the organisation or a third party in any of the project results, unless:
 - a. the specified personnel has first provided ACARA in writing a full description of the organisation's intellectual property proposed to be incorporated; or
 - b. the specified personnel has first provided ACARA in writing a full description of a third party's intellectual property proposed to be incorporated (including full details of the third party owner); and
 - c. ACARA has approved of such incorporation in writing.

- 4.3 If the specified personnel includes existing material in the project results, in which the intellectual property rights are owned by the organisation, the organisation grants to ACARA a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, adapt and

11. Relationship of parties

11.1 The organisation is not, by virtue of this contract, an officer, an employee, a partner or an agent of ACARA, nor does the organisation have any power or authority to bind or represent ACARA.

11.2 The organisation agrees:

- a not to misrepresent its relationship with ACARA; and
- b not to engage in any misleading or deceptive conduct in relation to the services.

12. Dispute resolution

12.1 All issues, disputes and differences between the parties in relation to the interpretation or performance of this contract will, in the first instance, be attempted to be resolved at the earliest opportunity and within 14 days of the issue or dispute arising.

12.2 If an issue or dispute remains unresolved or requires further adjudication, the issue or dispute is to be referred to the parties' chief executive officers or their delegates or persons of the equivalent position for resolution within 28 days of referral.

13. Variation

13.1 A variation of this contract is binding only if agreed in writing and signed by the parties.

14. Assignment

14.1 The organisation cannot assign its obligations, and agrees not to assign its rights, under this contract.

14.2 If the administrative arrangements regarding ACARA are altered such that the object of this contract is transferred to another government entity, ACARA may assign its rights under this contract to that entity, subject to that entity assuming ACARA's obligations under this contract. The organisation shall have no objection to any such assignment or assumption.

15. Compliance with laws

15.1 The organisation agrees, in carrying out this contract, to comply with all local laws.

16. Applicable law

16.1 Claims under this contract are to be determined in accordance with the law of the state or territory specified in the contract details.

16.2 The parties submit to the jurisdiction of the courts of that state or territory.

17. Working with children

17.1 If the provision of the services requires the organisation or its personnel to come into contact with children or vulnerable people, the organisation must comply with all local laws related to working with children or vulnerable

people and ensure that its personnel also comply

17.2 The organisation must provide such evidence as ACARA reasonably requires confirming that the organisation and its personnel have the requisite approvals to work with children or vulnerable people.

18. Definitions and interpretation

18.1 In addition to the terms described in the contract detail:

- x **Contract details** means the relevant document headed 'Contract details'.
- x **Project results** means any material:
 - a. created for the purposes of this contract
 - b. provided or required to be provided to ACARA as part of the services, or
 - c. derived at any time from the material referred to in paragraphs a or b;**GST** has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- x **intellectual property** includes all copyright (including rights in relation to phonograms and broadcasts); all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include: moral rights; the non-proprietary rights of performers; or rights in relation to confidential information; and
- x **local laws** means all statutory and regulatory requirements applying in the jurisdiction where the services will be performed (including applicable Commonwealth statutory and regulatory requirements); and
- x **official information** means any information developed, received or collected by, or on behalf of, ACARA.