

CONTRACT

CONTRACT IN RELATION TO CONSULTANCY SERVICES FOR []

GLOBAL INFRASTRUCTURE HUB LTD
ABN 46 602 505 064

^Party 2 Name^

^Party 2 ABN ACN^

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CONTRACT

CONTRACT IN RELATION TO CONSULTANCY SERVICES FOR []

Date

This Contract is made on ^day(numeric) month(name) year(numeric) in full^.

Parties

This contract is made between and binds the following parties:

1. Global Infrastructure Hub Ltd Australian Business Number 46 602 505 064
Level 23, 68 Pitt St, Sydney NSW 2000 (**the Hub**)
2. ^Party 2 Name^ ^Party 2 ABN and ACN/ARBN if applicable^
^Party 2 Address^ (**the Service Provider**)

Context

This contract is made in the following context:

- A. The Hub requires the provision of certain consultancy services.
- B. The Service Provider has fully informed itself about the requirement and has submitted the proposal referred to in Item 1 of the Schedule.
- C. The parties have agreed that the Service Provider will perform the Services for the Hub on the terms and conditions set out in this contract.

Operative Provisions

1. Interpretation

1.1. Definitions

1.1.1. In this contract, unless the context indicates otherwise:

Arbitration	means an arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules;
Attachment	means a document attached to the contract or incorporated by reference in the Schedule, and includes the Attachment as amended or replaced from time to time by agreement in writing between the parties;
Business Day (in a place)	means a weekday other than a public holiday in the place specified or, if no place is specified, in New South Wales, Australia;
Commencement Date	means the date on which this contract is made, unless otherwise specified in Item 4 of the Schedule;

Confidential Information (of the Hub)

means information that:

- a. is designated either specifically or generally in Item 17.1 of the Schedule as confidential;
- b. is reasonably designated in any way by the Hub or its owner as confidential; or
- c. which the Service Provider knows or ought to know is confidential,

that is provided by the Hub to the Service Provider or that the Service Provider otherwise accesses or becomes aware of in the course of performing the Services and, for the avoidance of doubt, includes recommendations formulated in the course of, or as a result of, the performance of the Services;

Confidential Information (of the Service Provider)

means information that:

- a. is designated either specifically or generally in Item 17.2 of the Schedule as confidential;
- b. is reasonably designated in any way by the Service Provider or its owner as confidential; or
- c. which the Hub knows or ought to know is confidential,

that is provided by the Service Provider to the Hub or that the Hub otherwise accesses or becomes aware of in the course of performing the Services and, for the avoidance of doubt, includes recommendations formulated in the course of, or as a result of, the performance of the Services;

Contract Material

means any Material:

- a. created for the purposes of this contract;
- b. provided or required to be provided to the Hub 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)* of the Commonwealth of Australia;

Hub Material

means any Material:

- a. provided by the Hub to the Service Provider for the purposes of this contract; or
- b. derived at any time from the Material referred to in paragraph a;

Intellectual Property	<p>includes:</p> <ul style="list-style-type: none"> a. all copyright (including rights in relation to phonograms and broadcasts); b. all rights in relation to inventions, trademarks (including service marks) and designs; and c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, <p>but does not include:</p> <ul style="list-style-type: none"> d. Moral Rights; e. the non-proprietary rights of performers; or f. rights in relation to Confidential Information;
Material	includes any item in relation to which Intellectual Property rights arise;
Moral Rights	<p>means the following non-proprietary rights of authors of copyright Material:</p> <ul style="list-style-type: none"> a. the right of attribution of authorship; b. the right of integrity of authorship; and c. the right not to have authorship falsely attributed;
Open Access Licence	<p>means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Creative Commons Attribution licence (see http://creativecommons.org.au/learn-more/licences);</p>
Personnel	<p>means:</p> <ul style="list-style-type: none"> a. in relation to the Service Provider - any natural person who is an officer, employee, agent or professional advisor of the Service Provider or of its subcontractors; and b. in relation to the Hub - any natural person, who is an officer, employee, agent or professional advisor of the Hub;
Privacy Act of Australia	means the <i>Privacy Act 1998</i> (Cth);
Project Officer	means the person specified (by name or position) in Item 6 of the Schedule or any substitute notified to the Service Provider;
Schedule	means the schedule to this contract entitled 'Contract Details', and includes the Schedule as amended or replaced from time to time by agreement in writing between the parties;

Services	means the services described in Item 2 of the Schedule and includes the provision to the Hub of the Contract Material specified in Item 3 of the Schedule; and
Specified Personnel	means the Personnel specified in Item 8 of the Schedule as required to perform all or part of the work constituting the Services.

1.2. Interpretation

1.2.1. In this contract, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in the Schedule;
- i. the Schedule and any Attachments form part of this contract;
- j. if any conflict arises between the terms and conditions contained in the clauses of this contract and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- k. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails; and
- l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Guidance on construction of contract

1.3.1. This contract records the entire agreement between the parties in relation to its subject matter.

1.3.2. As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.

1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.

1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Commencement

1.4.1. The terms of this contract apply on and from the Commencement Date.

2. Provision of Services

2.1. Principal obligations of Service Provider

2.1.1. The Service Provider agrees to:

- a. perform the Services as specified in Item 2 of the Schedule;
- b. provide to the Hub the Contract Material specified in Item 3 of the Schedule;
- c. adopt relevant best practice;
- d. comply with the time frame for the performance of the Services specified in Item 4 of the Schedule; and
- e. submit invoices, and any required supporting documents, in the manner specified in Item 5 of the Schedule.

2.1.2. The Service Provider agrees to keep adequate books and records, in accordance with internally accepted accounting standards, in sufficient detail to enable the amounts payable by the Hub under this contract to be determined.

2.2. Liaison with Project Officer

2.2.1. The Service Provider agrees:

- a. to liaise with the Project Officer as reasonably required; and
- b. to comply with directions of the Project Officer that are consistent with this contract.

2.3. Subcontractors

2.3.1. The Service Provider agrees not to subcontract the performance of any part of the Services without the Hub's prior written approval.

2.3.2. The Hub may impose any conditions it considers appropriate when giving its approval under Clause 2.3.1.

2.3.3. The Hub has approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions, if any, specified in Item 7 of the Schedule.

2.3.4. The Service Provider agrees to make available to the Hub, if requested, details of all subcontractors engaged in the performance of the Services.

2.3.5. The Service Provider acknowledges, and must inform all subcontractors that, the Hub may publicly disclose the names of any subcontractors engaged in the performance of the Services.

2.4. Specified Personnel

- 2.4.1. The Service Provider agrees that the Specified Personnel will perform work in relation to the Services in accordance with this contract.
- 2.4.2. If Specified Personnel are unable to perform the work as required under Clause 2.4.1, the Service Provider agrees to notify the Hub at the earliest opportunity.
- 2.4.3. The Service Provider agrees, at the request of the Hub acting in its absolute discretion, to remove Personnel, including Specified Personnel from work in relation to the Services.
- 2.4.4. If Clause 2.4.2 or Clause 2.4.3 applies, the Service Provider will provide replacement Personnel acceptable to the Hub at no additional cost and at the earliest opportunity.

2.5. Responsibility of Service Provider

- 2.5.1. The Service Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this contract, and will not be relieved of that responsibility because of any:
 - a. involvement by the Hub in the performance of the Services, provided that the Service Provider will not be held liable should the Hub's involvement cause delays and disruption to the performance of the Services;
 - b. subcontracting of the Services;
 - c. acceptance by the Hub of Specified Personnel; or
 - d. payment made to the Service Provider on account of the Services.

3. Fees, allowances and assistance

3.1. Principal obligations of Hub

- 3.1.1. The Hub agrees to:
 - a. pay the fees in the Instalments specified in Item 9 of the Schedule;
 - b. pay the allowances and meet the costs specified in Item 10 of the Schedule;
 - c. make all payments as and when specified in Item 5 of the Schedule; and
 - d. provide facilities and assistance as specified in Item 11 of the Schedule.

3.2. Hub's rights to defer payment

- 3.2.1. The Hub will be entitled (in addition and without prejudice to any other right it may have) to defer payment or reduce the amount of any Instalment if and for so long as the Service Provider has not completed, to the satisfaction of the Hub, that part of the Services to which the Instalment relates.

3.3. Taxes, duties and government charges

- 3.3.1. Except as provided by this clause 3.3, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.

- 3.3.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed within Australia on the supply.
- 3.3.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed within Australia on the supply in question.
- 3.3.4. No party may claim or retain from the other party any amount in relation to a supply made under this contract for which the first party can obtain an input tax credit or decreasing adjustment.

3.4. Superannuation

- 3.4.1. This contract is entered into on the understanding that the Hub is not required to make any superannuation contributions in connection with the contract, unless stated to the contrary in Item 9 of the Schedule.

4. Intellectual Property

4.1. Use of Hub Material

- 4.1.1. The Hub agrees to provide Hub Material to the Service Provider as specified in Item 12 of the Schedule.
- 4.1.2. The Hub grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider to use, reproduce and adapt the Hub Material for the purposes of this contract.
- 4.1.3. The Service Provider agrees to use the Hub Material strictly in accordance with any conditions or restrictions set out in Item 13 of the Schedule, and any direction from the Hub.

4.2. Rights in Contract Material

- 4.2.1. Intellectual Property in all Contract Material vests or will vest in the Hub.
- 4.2.2. Clause 4.2.1 does not affect the ownership of Intellectual Property in
- a. any Material in existence at the Commencement Date and specified in Item 14 of the Schedule (the Existing Material); and
 - b. any internal working papers of the Service Provider, but only to the extent provision of the Services does not require these internal working papers to be provided to the Hub and the content of these working papers is not otherwise Contract Material.
- 4.2.3. The Service Provider grants to (or will procure for) the Hub a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any Existing Material referred to in Clause 4.2.2.a, in conjunction with the Contract Material, for the purposes of any Hub project.
- 4.2.4. The Service Provider agrees that the licence granted in Clause 4.2.3 includes a right for the Hub to licence the Existing Material in conjunction with the Contract Material to the public under an Open Access Licence. The Hub agrees that in so

licensing the Existing Material, the Hub will not attribute it to the Service Provider except where the Hub has first given the Service Provider opportunity to approve the manner and context of presentation of the Existing Material to the extent reasonable and practicable, and the Service Provider has so approved.

4.2.5. The Service Provider agrees, on request by the Hub, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this Clause 4.2.

4.2.6. The Service Provider warrants that:

- a. it is entitled; or
- b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Contract Material in the manner provided for in this Clause 4.2.

4.3. Moral Rights

4.3.1. In this Clause 4.3:

- Permitted Acts** means any of the following classes or types of acts or omissions:
- a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;
 - b. supplementing the Contract Material with any other Material;
 - c. using the Contract Material in a different context to that originally envisaged;
 - d. releasing the Contract Material to the public under an Open Access Licence; and
 - e. the acts or omissions specifically set out in Item 15 of the Schedule;

but does not include false attribution or authorship.

4.3.2. Where the Service Provider is a natural person and the author of the Contract Material, he or she:

- a. consents to the performance of the Permitted Acts by the Hub or any person claiming under or through the Hub (whether occurring before or after the consent is given); and
- b. acknowledges that their attention has been drawn to the Hub's general policies and practices regarding Moral Rights as described in Item 15 of the Schedule.

4.3.3. Where Clause 4.3.2 does not apply, the Service Provider agrees:

- a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Hub or any person claiming under or through the Hub (whether occurring before or after the

consent is given) and, on request, to provide the executed original of any such consent to the Hub; and

- b. to ensure that each author's attention is drawn to the Hub's general policies and practices regarding Moral Rights as described in Item 15 of the Schedule.

4.3.4. This Clause 4.3 does not apply to any Hub Material incorporated in the Contract Material.

5. Confidential Information of the Hub

5.1. Disclosure of Confidential Information of the Hub

- 5.1.1. The Service Provider will not, without prior written authorisation of the Hub, disclose any Confidential Information of the Hub to any person (unless required to do so by law).
- 5.1.2. The Service Provider is authorised to provide Confidential Information of the Hub to those Personnel and subcontractors who require access for the purposes of this contract.
- 5.1.3. The Service Provider agrees, on request by the Hub at any time, to arrange for subcontractors referred to in Clause 5.1.2 to give a written undertaking in a form acceptable to the Hub relating to the use and non-disclosure of Confidential Information of the Hub.
- 5.1.4. The Service Provider agrees to secure all Confidential Information of the Hub against loss and unauthorised access, use, modification or disclosure.
- 5.1.5. The Hub agrees that the Service Provider may disclose any relevant information in order to protect and/or defend in any actual or threatened legal, civil or regulatory proceeding and may also disclose any relevant information in confidence to the Service Provider's insurers, insurance brokers, auditors, bankers and other advisers of the Service Provider and to the extent such disclosure may occur without waiving or losing any applicable legal privilege.
- 5.1.6. Should the Service Provider be authorised or is required by law to disclose Confidential Information, the Service Provider shall advise the Hub that it will be doing so, in order that the Hub may take appropriate protective action. The Service Provider shall only disclose the Confidential Information to the extent necessary to comply with the law.

5.2. Consequences of breach

- 5.2.1. The Service Provider acknowledges that any failure to fully comply with any of its obligations under this Clause 5 may, for the purposes of Clause 11.1, be treated by the Hub at its absolute discretion as a failure that is not capable of remedy.

6. Dealing with Copies

6.1. Interpretation

- 6.1.1. In Clause 6.2:

Copy means any document, device, article or medium in which Hub Material, Contract Material, or Confidential Information of the Hub is embodied.

6.2. Actions at end of contract

6.2.1. The Service Provider agrees, on expiration or termination of this contract, to deal with all Copies as directed by the Hub, subject to any requirement of law binding on the Service Provider and subject to the Service Provider's retention of copies for risk management purposes.

7. Confidential Information of Service Provider

7.1. Confidential Information not to be disclosed

7.1.1. Subject to Clause 7.2, the Hub will not, without the prior written authorisation of the Service Provider, disclose any Confidential Information of the Service Provider to a third party.

7.2. Exceptions to obligations

7.2.1. The obligations of the Hub under this Clause 7 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by the Hub to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this contract;
- b. is disclosed by the Hub to its Board of Directors, solely to enable effective management or auditing of contract-related activities;
- c. is authorised or required by law to be disclosed; or
- d. is in the public domain otherwise than due to a breach of this Clause 7.

Should the Hub be authorised or is required by law to disclose Confidential Information, the Hub shall advise the Service Provider that they will be doing so, in order that the Service Provider may take appropriate protective action. The Hub shall also disclose the Confidential Information only to the extent necessary.

7.2.2. Where the Hub discloses Confidential Information to another person pursuant to Clauses 7.2.1.a, the Hub will notify the receiving person that the information is confidential.

7.2.3. In the circumstances referred to in Clauses 7.2.1.a and 7.2.1.b, the Hub agrees not to provide the information unless the receiving person agrees to keep the information confidential. In the circumstances referred to in Clause 7.2.1.c, the Hub agrees not to provide the information except after using reasonable endeavours to obtain the assurance of the receiving person that the information will be kept confidential.

7.3. Period of confidentiality

7.3.1. The obligations under this Clause 7 in relation to an item of information described in Item 18 of the Schedule continue for the period set out therein in respect of that item.

8. Liability

8.1. Indemnity

- 8.1.1. The Service Provider indemnifies the Hub from and against any:
- a. cost or liability incurred by the Hub;
 - b. loss of or damage to property of the Hub; or
 - c. loss or expense incurred by the Hub in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Hub, arising from either:
 - d. a breach by the Service Provider of this contract; or
 - e. an act or omission involving fault on the part of the Service Provider or its Personnel in connection with this contract.
- 8.1.2. The Service Provider's liability to indemnify the Hub under Clause 8.1.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Hub or its Personnel contributed to the relevant cost, liability, loss, damage or expense.
- 8.1.3. The right of the Hub to be indemnified under this Clause 8.1 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Hub is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

9. Dispute resolution

9.1. Procedure for dispute resolution

- 9.1.1. The parties agree that a dispute arising under this contract will be dealt with as follows:
- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
 - b. within 5 Business Days (or such other period as agreed by the parties in writing) each party will nominate a representative not having any prior involvement in the dispute;
 - c. the representatives will try to settle the dispute by direct negotiation between them;
 - d. if the parties are unable to resolve the dispute within seven (7) days after direct negotiation as described in Clause 9.1.1.c, then
 - i. the parties shall endeavour to settle the dispute by mediation administered by the Australian Dispute Centre (ADC) before having recourse to Arbitration or litigation;
 - ii. the mediation shall be conducted in accordance with ADC Guidelines for Commercial Mediation operating at the time the matter is referred to the ADC; and

- iii. the terms of the Guidelines for Commercial Mediation are hereby deemed incorporated into this contract;
- e. in the event that the dispute has not been settled within twenty-eight (28) days after the appointment of a mediator, or if no mediator is appointed within twenty-eight (28) days of the referral of the dispute to mediation, the parties agree that the dispute shall be resolved by Arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the Arbitration shall be English.
- f. the parties will co-operate fully with any process instigated under Clause 9.1.1.d in order to achieve a speedy resolution; and
- g. if the parties have been unable to agree to refer the dispute to arbitration, or they have agreed and a resolution is not reached within a further 20 Business Days (or such other period as the parties may agree in writing), either party may commence legal proceedings.

9.2. Costs

- 9.2.1. Each party will bear its own costs of complying with this Clause 9, and the parties will bear equally the cost of any third person engaged under Clause 9.1.1.d.

9.3. Continued performance

- 9.3.1. Despite the existence of a dispute, the Service Provider will (unless requested in writing by the Hub not to do so) continue to perform the Services.

9.4. Exemption

- 9.4.1. This Clause 9 does not apply to:
 - a. action by either party under or purportedly under Clause 11.1; or
 - b. legal proceedings by either party seeking urgent interlocutory relief.

10. Force Majeure

10.1. Definition of Force Majeure

- 10.1.1. For the purposes of this contract, Force Majeure means an event beyond the reasonable control of the parties, which by the exercise of due diligence neither party is able to overcome and which makes a party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances.

10.2. Consequences of Force Majeure

- 10.2.1. A party affected by an event of Force Majeure shall continue to perform its obligations under this contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 10.2.2. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and

cause of such event, and shall similarly give written notice of restoration of normal condition as soon as possible.

10.2.3. Any period within which a party shall, pursuant to this contract, complete any action, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

10.2.4. During the period of their inability to perform the Service as a result of an event of Force Majeure, the Service Provider, upon instructions by the Hub, shall either:

(a) demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Hub, in reactivating the Services; or

(b) continue to provide the Services to the extent reasonably possible, in which case the Service Provider shall continue to be paid under the terms of this contract and be reimbursed for additional costs reasonably and necessarily incurred.

11. Termination of Services

11.1. Termination for fault

11.1.1. If a party fails to satisfy any of its obligations under this contract, then the other party - *if it considers that the failure is:*

a. *not capable of remedy* - may, by notice, terminate the contract immediately; or

b. *capable of remedy* - may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate the contract immediately by giving a second notice.

11.1.2. The Hub may also by notice terminate this contract immediately, but without prejudice to any prior right of action or remedy which either party has or may have, if the Service Provider becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership, whether compulsory or voluntary.

11.2. Termination for convenience

11.2.1. The Hub may, at any time terminate this contract for convenience, by giving thirty (30) days' notice in writing to the Service Provider, such termination being effective upon expiry of this thirty (30) day period.

11.2.2. If the Hub terminates this contract for convenience, the Hub shall pay the Service Provider a fair and reasonable payment for the Services properly performed up to the date of termination.

11.3. Termination for Force Majeure

11.3.1. If, as a result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days,

either party may terminate this contract, after giving at least thirty (30) days' written termination notice.

- 11.3.2. If a party terminates this contract pursuant to Clause 11.3.1, the Hub shall pay the Service Provider a fair and reasonable payment for the Services properly performed up to the date of termination.

12. Notices

12.1. Format, addressing and delivery

- 12.1.1. A notice under this contract is only effective if it is in writing, and dealt with as follows:

- a. *if given by the Service Provider to the Hub* - addressed to the Project Officer at the address specified in Item 18 of the Schedule or as otherwise notified by the Hub; or
- b. *if given by the Hub to the Service Provider* - given by the Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention) as specified in Item 19 of the Schedule or as otherwise notified by the Service Provider.

- 12.1.2. A notice is to be:

- a. signed by the person giving the notice and delivered by hand; or
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted electronically by the person giving the notice by electronic mail.

12.2. When effective

- 12.2.1. A notice is deemed to be effected:

- a. *if delivered by hand* - upon delivery to the relevant address;
- b. *if sent by post* - upon delivery to the relevant address;
- c. *if transmitted electronically* - upon actual receipt by the addressee.

- 12.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

13. General provisions

13.1. Work health and safety

- 13.1.1. The Service Provider agrees, in carrying out this contract, to comply with:

- a. all relevant legislation, codes of practice and national standards relating to work health and safety, including in relation to consultation, representation and participation; and
- b. all applicable policies and procedures relating to work health and safety, including those that apply to the Hub's premises when using those premises.

13.1.2. In the event of any inconsistency between any of the policies and procedures referred to in Clause 13.1.1, the Service Provider will comply with those policies and procedures that produce the highest level of health and safety.

13.2. Obligations of Service Provider in relation to privacy

13.2.1. The Service Provider agrees, in providing the Services:

- a. not to do any act or engage in any practice which, if done or engaged in by the Hub, would be a breach of an Australian Privacy Principles under the Privacy Act of Australia; and
- b. to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out in, Item 16 of the Schedule, to the extent that they are consistent with the obligations referred to in subclause a above.

13.2.2. The Service Provider agrees to notify the Hub immediately if it becomes aware of a breach or possible breach of any of its obligations under this Clause 13.2.

13.3. Audit and access

13.3.1. The Service Provider agrees:

- a. to give the Project Officer, or any persons authorised in writing by the Project Officer, access to assets, including any computer hardware or software or other equipment, or premises where the Services are being performed or where records relating to the performance of the Services are located; and
- b. to permit those persons to inspect and take copies of any Contract Material relevant to the Services.

13.3.2. The rights referred to in Clause 13.3.1. are subject to:

- a. the Hub providing reasonable prior notice;
- b. the reasonable security procedures in place at the premises; and
- c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

13.4. Insurance

13.4.1. The Service Provider agrees:

- a. to effect and maintain the insurance specified in Item 20 of the Schedule; and
- b. on request, to provide proof of insurance acceptable to the Hub.

13.4.2. This Cause 13.4 continues in operation for so long as any obligations remain in connection with the contract.

13.5. Extension of provisions to subcontractors and Personnel

13.5.1. In this Clause 13.5:

Requirement means an obligation, condition, restriction or prohibition binding on the Service Provider under this contract.

- 13.5.2. The Service Provider agrees to ensure that:
- a. its subcontractors and Personnel comply with all relevant Requirements; and
 - b. any contract entered into in connection with this contract imposes all relevant Requirements on the other party.
- 13.5.3. The Service Provider agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the Hub.

13.6. Ethical Conduct

- 13.6.1. The Hub observes high ethical standards in the conduct of its business. The Service Provider must observe high ethical standards in the performance of the Services. The Service Provider must ensure that each of its officers, employees and subcontractors observe similar standards of ethical conduct.
- 13.6.2. Without limiting the generality of the previous paragraph, in the performance of the Services the Service Provider must not act in the interest of any third party, and must not engage in (and will use its best endeavours to ensure that its employees and subcontractors do not engage in):
- a. conduct that is misleading, fraudulent or deceptive;
 - b. conduct that is illegal;
 - c. conduct that amounts to bribery; or
 - d. conduct that amounts to terrorism or that supports or assists terrorism.
- 13.6.3. If the Service Provider acts in breach of this Clause, the Hub reserves the right to immediately terminate the contract on written notice.

13.7. Conflict of interest

- 13.7.1. In this Clause 13.7:

Conflict means any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to the Hub diligently and independently.

- 13.7.2. The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict exists or is likely to arise in the performance of the Services.
- 13.7.3. If, during the period of this contract a Conflict arises, or appears likely to arise, the Service Provider agrees:
- a. to notify the Hub at the earliest opportunity;
 - b. subject to the Service Provider's obligations of confidentiality, to make full disclosure of all relevant information relating to the Conflict; and

- c. to take any steps the Hub reasonably requires to resolve or otherwise deal with the Conflict.

13.8. Fairness and good faith

- 13.8.1. The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realisation of the objectives of this contract.

13.9. Relationship of parties

- 13.9.1. The Service Provider is not by virtue of this contract an officer, employee, partner or agent of the Hub, nor does the Service Provider have any power or authority to bind or represent the Hub.

- 13.9.2. The Service Provider agrees:

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

13.10. Waiver

- 13.10.1. A failure or delay by a party to exercise any right or remedy it holds under this contract or at law does not operate as a waiver of that right.

- 13.10.2. A single or partial exercise by a party of any right or remedy it holds under this contract or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

13.11. Variation

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

13.12. Assignment

- 13.12.1. The Service Provider cannot assign its obligations, and agrees not to assign its rights, under this contract without the Hub's prior written approval.

- 13.12.2. The Service Provider may not sell, offer or provide the Contact Material and performance to any other party other than in accordance with this contract

13.13. Survival

- 13.13.1. The contract comes into effect upon signature by both Parties and shall be in full force until the Services have been completed and the obligations of the Parties fulfilled.

- 13.13.2. Unless the contrary intention appears, the expiry or earlier termination of this contract will not affect the continued operation of any provision relating to:

- a. licensing of Intellectual Property;
- b. confidentiality;
- c. privacy;

- d. dealing with copies;
- e. books and records;
- f. audit and access;
- g. an indemnity;

or any other provision which expressly or by implication from its nature is intended to continue.

13.13.3. On expiration and termination for whatever cause of the contract :

- a. The rights granted under Clause 4.2 (Rights in Contract Material) shall remain unaffected;
- b. Clauses 9 (Dispute resolution), 13.13 (Survival), and 13.15 (Applicable law), herein shall remain unaffected;
- c. Any rights and obligations of either party which have arisen on or before expiration or termination, including the right to claim damages for a breach of this contract shall remain unaffected.

13.14. Compliance with Legislation

13.14.1. In this Clause 13.14:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth of Australia, or of the State of New South Wales or any relevant local authority.

13.14.2. The Service Provider agrees to comply with any Legislation applicable to its performance of this contract.

13.15. Applicable law

13.15.1. This contract is to be construed in accordance with, and any matter related to it is to be governed by, the laws of the Commonwealth of Australia and of the State of New South Wales.

13.15.2. The parties submit to the jurisdiction of the courts of the State of New South Wales.

THE SCHEDULE - CONTRACT DETAILS

1. Proposal
(see Context paragraph B)

^Insert description of the proposal^

2. Services
(see Clause 2.1.1.a)

^Insert description of the Services^

3. Required Contract Material
(see Clause 2.1.1.b)

^Insert details of Required Contract Material^

4. Commencement and Time-frame
(see Clauses 1.1.(Definition) Commencement Date and 2.1.1.d)

Commencement Date:

^insert date^

Time-frame:

^Insert details of timeframe^

5. Invoicing and Payment
(see Clauses 2.1.1.e & 3.1.1.c)

Invoices:

Invoices will be issued by the Service Provider upon delivery of the required Contract Materials specified in Item 3, in accordance with the arrangements set out in Item 9.

To be correctly rendered, invoices must include the following information:

- a. the words "tax invoice" stated prominently;*
- b. the Service Provider's name;*
- c. the Service Provider's ABN;*
- d. the Hub's name and address;*
- e. the date of issue of the tax invoice;*
- f. the title of this contract and the contract number or purchase order number (if any);*
- g. details of fees, allowances and costs including the items to which they relate;*
- h. the total amount payable (including GST);*
- i. the GST amount shown separately; and*

- j. *written certification in a form acceptable to the Hub that the Service Provider has paid all remuneration, fees or other amounts payable to its Personnel and/or subcontractors involved in performance of the contract.*

All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate the Service Provider's entitlement to those allowances or costs.

An invoice is not correctly rendered where:

- a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
- b. it relates to a payment in relation to which the Hub has exercised its rights under clause 3.2 of the contract.

All invoices must be addressed to the Project Officer.

Payment:

The due date for payment by the Hub is 30 calendar days after 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.

Payment will be effected by electronic funds transfer (EFT) to the following bank account of the Service Provider: *^insert details^*

6. Project Officer
(see Clause 2.2)

The Project Officer is the person for the time-being holding, occupying or performing the duties of *^insert position^*, currently *^insert name^*, available on telephone number *^insert number^* or via the address set out in Item 18.

7. Subcontractors
(see Clause 2.3)

The Service Provide may subcontract the performance of parts of the Services as follows:

Part of the Services being subcontracted	Subcontractor	Additional conditions
Research into [X]	Company A	Service Provider is to ensure that Company A effects and maintains the following insurance: <i>^insert insurance requirement^</i>
Printing of final report	Company B	Not applicable

8. Specified Personnel
(see Clause 2.4)

The Service Provider agrees that the following work, **^insert details^** will be undertaken by **^insert name^**.

9. Fees
(see Clause 3.1.1.a)

The total fee for the Service is \$**^insert amount^**, (GST exclusive) payable by the following Instalments:

- a. \$**^insert amount^** (GST exclusive) upon delivery of an interim report (as described in Item 3);
- b. \$**^insert amount^** (GST exclusive) upon delivery of a final report (as described in Item 3).

10. Allowances and Costs
(see Clause 3.1.1.b)

^Insert details of allowances and other disbursements^

11. Facilities and Assistance
(see Clause 3.1.1.d)

Not applicable.

12. Required Hub Material
(see Clause 4.1)

^Insert required Hub Material^

13. Use of Hub Material
(see Clause 4.1.3)

14. ^insert^

15. Existing Material
(see Clause 4.2)

^Insert Existing Material^

16. Moral Rights
(see Clause 4.3)

Permitted Acts

In addition to those set out in Clause 4.3.1, the following are 'Permitted Acts' for the purposes of Clause 4.3.1e:

- a. use of the Contract Material for advertising, merchandising or promotional purposes of any kind; or
- b. incorporating the Contract Material into a website or as part of a multi-media training programme.

17. Privacy Codes, Guidelines, Determinations or Recommendations
(see clause 13.2.1.b)

^Insert relevant policies^

18. Confidential Information
(see Clauses 5 and 7)

17.1 Confidential Information of the Hub

(a) Information contained in contract:

Item	Period of Confidentiality
-------------	----------------------------------

^insert relevant items^

(b) Information obtained or generated in performing contract:

Item	Period of Confidentiality
-------------	----------------------------------

^insert relevant items^

17.2 Confidential Information of the Service Provider

(a) Information contained in contract:

Item	Period of Confidentiality
-------------	----------------------------------

^insert relevant items^

(b) Information obtained or generated in performing contract:

Item	Period of Confidentiality
-------------	----------------------------------

^insert relevant items^

19. Hub's Address for Notices
(see Clause 12.1.1.a)

Physical address

Postal address

Email

20. Service Provider's Address for Notices
(see clause 12.1.1.b)

Physical address

Postal address

Email

21. Insurance
(see clause 13.44)

Required insurance:

- a. workers' compensation as required by law;
- b. public liability insurance to a value of \$10 million; and
- c. professional negligence insurance to a value of \$5 million.

SIGNED for and on behalf
of the Global
Infrastructure Hub Ltd by:

^Name of signatory^

Signature

In the presence of:

^Name of witness^

Signature of witness

SIGNED for and on behalf
of ^Party 2 Name^ by:

^Name of signatory^

Signature

In the presence of:

^Name of witness^

Signature of witness

^insert^