

Head Agreement

**for the provision of Services under the Partnership Agreement of the
Northern Territory of Australia and Charles Darwin University**

between

Charles Darwin University (ABN 54 093 513 649)

(the **University**)

and

the Northern Territory of Australia (ABN 84 085 734 992)

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Background

- A. The Northern Territory of Australia and the University are working for the benefit of the Northern Territory, and share a wide range objectives.
- B. These shared objectives have formed the basis of partnership agreements between Northern Territory of Australia and the University since 2003. The 2017-2024 Partnership Agreement (the **Partnership Agreement**) is the third of these.
- C. The Northern Territory of Australia wishes to engage the University to provide a range of services which will contribute to the Projects identified in the Partnership Agreement.

How the Contract Works

- 1. The purpose of this Head Agreement is to set out the general terms and conditions that govern the contracts formed between the Principal and the University to deliver Partnership Agreement Projects.
- 2. An authorised representative of either party may propose that the University provide Services to carry out a Project which supports a Core Outcome of the Partnership Agreement. Authorised representatives of the Principal and the University will identify, negotiate and agree upon the key details of a contract, which are noted in a Project Contract.
- 3. When the authorised representatives execute a Project Contract, a contract is formed between the Principal and the University which comprises:
 - a. this Head Agreement, which sets out the general terms and conditions that apply to all Projects for which the Principal will pay the University to provide services; and
 - b. the Schedule to a Project Contract, which details the particular Project, relevant Core Outcome, Services to be provided, Term, Key Performance Indicators, Contract Value, the Inputs and Rates, justification of the Contract Value, Reports required, Milestones which trigger payments of the Contract Value, Additional Privacy Authorities, details for Representatives working on the contract, specific Insurance requirements, Approved Sub-contractors, Required authorisations, Key Personnel and Special Conditions which apply to the provision of Services for that Project.
- 4. Subject to the University's agreement, the Agency Responsible for Procurement Policy may approve the inclusion of Special Conditions in a Schedule to a Project Contract which will prevail to the extent of any inconsistency with Head Agreement provisions. This means that the Head Agreement may be modified by the Special Condition included in a Schedule to a Project Contract.
- 5. The Items in the Schedule to a Project Contract may be varied by agreement between the Principal and the University by replacing the Schedule to a Project with a Revised Schedule to a Project.

1 Interpretation of Terms

1.1 Definitions

In this Head Agreement, unless the context otherwise requires:

'Agency' means a department, agency or statutory authority of the Northern Territory of Australia.

'Agency Responsible for Procurement Policy' means the Agency listed as responsible for administering the *Procurement Act 1995* (NT), or legislation which supersedes that Act, in the NT Administrative Arrangements Order that is in force at the relevant time.

'Annexure' means an Annexure to this Head Agreement.

'Approved Additional Expense' means costs, fees, charges and amounts payable by the University to third parties incurred by the University in the provision of the Services set out at Item 8, or an amount deemed to be included pursuant to clause 8.3.

'Background Intellectual Property' means any Intellectual Property created independently of the Project Contract, including any Intellectual Property owned by third parties, which is used by the University when carrying out its obligations under the Project Contract.

'Business Day' means any day which is not a Saturday, Sunday or a Northern Territory-wide public holiday within the meaning of the *Public Holidays Act 1981*.

'Business Hours' means from 8.00am to 4.30pm on a Business Day at the place where the Services are to be provided.

'Certificate of Currency' means a certificate of currency for an insurance policy held by the University and required under Item 13.

'Cloud Computing Standard' means the Cloud Computing Standard of the Northern Territory Government.

'Commercial Gain' means profit whether in cash or in kind other than as generated by fees paid by students in the ordinary course of the University's business.

'Confidential Information' means all Information, whether oral, written, electronic or in other form, which is provided or disclosed by the Principal, its employees, advisors, agents or sub-contractors to the University, or accessed or obtained by the University, and in particular including Information:

- a) which is by its nature confidential;
- b) which is marked confidential;
- c) which the University knows, or ought to know, is confidential; or
- d) which is designated by the Principal as constituting Confidential Information for the purposes of the Project Contract;

but does not include information which:

- a) is or becomes public knowledge other than by breach of the Project Contract or by any other unlawful means; or
- b) is in the possession of either Party prior to disclosure by the other Party, without any breach of an obligation of confidence; or
- c) has been independently developed or acquired by a Party; or
- d) is required to be released by law.

'Contract Commencement Date' means the date noted under Item 3.

‘Contract Completion Date’ means the date noted at Item 4, which may exceed the Head Agreement Expiry Date.

‘Contract Data’ is data, including Confidential Information and Personal Information, which is

- provided by the Principal;
- Contract Material; or
- in any other way connected to or accessed as a result of the Contract.

‘Contract Material’ means material developed by or on behalf of the University for the purpose of providing the Services and as a result of the University carrying out its responsibilities and obligations under a Project Contract.

‘Contract Manager’ means the person appointed pursuant to clause 6.3, who is nominated in Item 12.

‘Contract Number’ means the number against which the Contract is identified, as noted in the Schedule to a Project Contract.

‘Core Outcomes’ means the goals and objectives listed under clause 6.3 of the Partnership Agreement and listed in clause 2 of the Head Agreement.

‘Contract Value’ means the total amount noted at Item 7.

‘Cth’ means the Commonwealth of Australia.

‘Direction’ means any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Principal may make, give or issue pursuant to the provisions of the Contract.

‘Head Agreement’ means this Head Agreement.

‘Head Agreement Commencement Date’ means the date on which the last party to sign the Head Agreement does so.

‘ICAC Act’ means the *Independent Commissioner Against Corruption Act 2017* (NT)

‘Improper Conduct’ means any of the following as they are defined in the ICAC Act:

- corrupt conduct
- misconduct;
- unsatisfactory conduct;
- anti-democratic conduct;
- conduct constituting an offence under the ICAC Act; or
- secondary conduct in relation to conduct mentioned in a. through e. above.

‘Indigenous Person’ means a person of Australian Aboriginal or Torres Strait Islander descent who identifies themselves as an Indigenous person and is accepted in the community in which they live as an Indigenous person.

‘Information Act’ means the *Information Act 2002* (NT).

‘Input’ means a resource contributed by the University to provide Services under a Project Contract.

‘Intellectual Property’ includes all copyright and neighbouring rights, and all rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks),

registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other creative rights in industrial, literary or artistic fields.

'Item' means an item in the Schedule of a Project Contract.

'Key Performance Indicators' are described in the table under Item 6.

'Key Personnel' means the University Personnel listed under Item 16.

'Lead Agency' means the Department of the Chief Minister and Cabinet.

'Local Benefit Commitment' means the promises and commitments of the University with regard to the development of Northern Territory Enterprises under the Project Contract, as described in Item 6.a.

'Material' all documents, software, photographic or graphic works of any type, lists, codes, instructions, audiovisual recordings and compositions, and other materials in any medium or format in which Intellectual Property rights subsist.

'Milestone' means the date, activity or event described at Item 10.

'Modern Slavery' has the meaning given to it in the *Modern Slavery Act 2018* (Cth).

'Modern Slavery Laws' means any law, statute and regulation which:

- a) prohibits Modern Slavery (including exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct) and is applicable or otherwise in force in the jurisdiction in which the Territory or the University is registered or conducts business or in which activities relevant to this Head Agreement are to be performed, and/or
- b) requires the University to issue disclosures to the public and/or any government agency, connected with Modern Slavery in its operations and supply chains.

'Northern Territory Enterprise' means an enterprise which meets the local content test criteria pursuant to the Buy Local Plan administered by the NT Department of Industry, Tourism and Trade.

'NT' means the Northern Territory of Australia.

'NT Approved Insurer' means an insurance company which has been approved by Worksafe NT.

'Office of the Independent Commissioner Against Corruption' means the Northern Territory Government's Office of the Independent Commissioner Against Corruption.

'Partnership Agreement' means the 2017-2024 Partnership Agreement between the Northern Territory of Australia and the University.

'Partnership Agreement Executive Committee' means the committee established under clause 8 of the Partnership Agreement.

'Performance Report' means the University's Performance Report produced in accordance with clause 9.

'Personal Information' means all information about a person that is "personal information" as defined in the Information Act, which is collected and/or handled by any of the parties in connection with the Project Contract.

‘Personnel’ means employees, officers, sub-contractors, volunteers, advisers, financiers and agents.

‘Principal’ means the Northern Territory of Australia, including its employees, officers and agents.

‘Principal’s Representative’ means the person nominated to exercise the duties, discretions and powers vested in the Principal under Item 12.

‘Principal Personnel’ means Personnel of the Principal.

‘Privacy Laws’ means the *Information Act 2002* (NT) and the Information Privacy Principles set out in the Information Act or any "code of practice" approved under the Information Act that applies to any of the parties to the Head Agreement, Project Contract, or both.

‘Procurement Act 1995’ means the *Procurement Act 1995* (NT).

‘Project Contract’ means the contract formed under this Head Agreement between the Principal and the University concerning the delivery of specific Services, set out in the Schedule to a Project Contract and any other document specifically incorporated.

‘Rate’ means the rate payable per Unit for an Input under a Project Contract.

‘Report’ means a Report produced by the University pursuant to Item 9 and does not include a Performance Report.

‘Resolution Institute’ means the organisation established as the Australian Institute of Arbitrators and Mediators.

‘Revised Schedule to a Project Contract’ means a later Version of the Schedule to a Project Contract in which Items have been varied from the previous Version.

‘Schedule’ means a Schedule to this Head Agreement.

‘Schedule to a Project Contract’ means that part of the Project Contract setting out the details of the Project, including such matters as the relevant Core Outcome, Services to be provided, Term, Key Performance Indicators, Contract Value, the Inputs and Rates and Special Conditions, applying to the provision of Services for a specific Project (and **‘Schedule to the Project Contract’** has a similar meaning).

‘Schedule of Rates’ means the section within a Schedule to a Project Contract setting out the Rates for Inputs under a Project Contract, including lump sum pricing for the Project.

‘Services’ means the services that are described in the Schedule to a Project Contract and which are to be performed by the University in accordance with the Project Contract, including all variations provided for by the Project Contract.

‘Special Conditions’ means the special conditions included in a Schedule to a Project Contract.

‘sub-contractor’ means a person other than an employee who provides goods or services to the University to fulfil an obligation under the Project Contract.

‘Tax Invoice’ has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

'Term', for the Head Agreement means the period of time between the Head Agreement Commencement Date and the Head Agreement Completion Date; and for a Project Contract means the period of time between the Contract Commencement Date and the Contract Completion Date of a Project Contract.

'Unit' means a measurement of an Input.

'University' means Charles Darwin University, including Menzies School of Health Research, and where the context requires includes its employees, officers, agents, sub-contractors, and anybody that may be legislated in replacement or substitution of Charles Darwin University from time to time.

'University Personnel' means Personnel of the University.

'University's Representative' means the person appointed by the University to be the first point of contact with the Principal and nominated under Item 12.

'Version' means a version of the Schedule to a Project Contract, as referred to under Clause 19.

'Worker' has the meaning it is given in the *Workers Rehabilitation and Compensation Act 2009* (Cth).

'Worker's Workers Rehabilitation and Compensation Act' means the *Workers Rehabilitation and Compensation Act 2009* (NT).

1.2 General Language

In this Head Agreement and any Project Contract formed under it, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and will not be used in the interpretation of these conditions;
- b. the singular includes the plural and vice-versa;
- c. a reference to one gender includes the other;
- d. a reference to a person includes a body politic, body corporate or a partnership, joint venture, incorporated association, government, local government authority or agency;
- e. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Project Contract;
- f. if the last day of any period prescribed for the doing of an action falls on a day which is not a Business Day, the action will be done no later than the end of the next Business Day;
- g. a reference to time is to Australian Central Standard Time;
- h. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- i. a reference to a "dollar", "\$", "\$A" or "AUD" means the Australian dollar unless otherwise stated;
- j. a reference to a "measurement" means Australian legal units of measurement unless otherwise specified;
- k. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Contract Commencement Date and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- l. the word "includes" in any form is not a word of limitation;
- m. a reference to a clause includes a reference to a subclause of that clause; and
- n. depending upon the context, a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to this Head Agreement, and a

reference to this Head Agreement includes any schedule or annexure; whereas a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, or schedule or annexure to a Project Contract, and a reference to a Project Contract includes any schedule or annexure.

2 Core Outcomes

The parties may form a Project Contract to deliver a Project which supports a Core Outcome of the Partnership Agreement.

The Core Outcomes of the Partnership Agreement are:

- a. Programs aimed at developing the skills, capability and capacity of the Northern Territory workforce;
- b. Programs intended to develop skills and capability of school students and school leavers;
- c. Opportunities to progress research and development to meet the economic, social and environmental agenda of the Northern Territory;
- d. Programs aimed at delivering improved economic, social and environmental policy;
- e. Programs aimed at supporting relationships and joint initiatives between government, industry and the University;
- f. Initiatives to increase the number of international students in the Northern Territory;
- g. Initiatives to build social networks and programs across the Northern Territory;
- h. Programs to drive economic development throughout urban, regional and remote areas of the Northern Territory; and
- i. Initiatives to ensure the protection and sustainability of the Northern Territory's natural environment.

3 The Head Agreement

3.1 Term

- a. The Head Agreement will commence on the Head Agreement Commencement Date and will continue until the Partnership Agreement expires or is terminated.
- b. The Head Agreement contains:
 - i. the Project Contract Conditions which are deemed to apply to each Project Contract entered into between the Principal and the University under the Head Agreement; and
 - ii. the template Schedule to a Project Contract to be completed for and to form part of each separate Project Contract.
- c. The Head Agreement provides for the Principal and the University to enter into any number of Project Contracts using consistent Project Contract Conditions, by completion of the Schedules referred to in clause 3.1(b)(ii).

3.2 Creation of a Project Contract

- a. The Principal and the University may enter into separate Project Contracts under this Head Agreement by completing and executing a Schedule to a Project Contract, and the Project Contract Conditions set out in this Head agreement will be implied into each such Project Contracts as entered into without requiring the Project Contract Conditions to be incorporated by writing in each Project Contract.
- b. Clauses 1, 2 and 4 through to 26 of this Head Agreement are repeated, implied into and are applicable to each Project Contract entered into under this Head Agreement.

- c. Special Conditions may be included in the Schedule to a Project Contract which are in addition to or vary the Project Contract Conditions, and in accordance with clause 4.3 any Special Conditions contained in the Schedule to a Project Contract will prevail over any Project Contract Conditions to the extent of any inconsistency between them.

4 The Project Contract Conditions

4.1 Term

A Project Contract Term will commence on the Contract Commencement Date and will continue, unless terminated earlier, until the Contract Completion Date.

4.2 Documents Comprising the Project Contract

The Project Contract is comprised of:

- a. the Project Contract Conditions set out in the Head Agreement;
- b. the Schedule to the Project Contract (or any Revised Schedule to the Project Contract);
- c. Annexures to items (a) and (b) of this clause; and
- d. any other document expressly referred to in items (a) to (c) of this clause as forming part of the contract (together the Project Contract).

4.3 Precedence of Documents

A descending order of precedence will be accorded to the following documents so that the provision in the higher ranked document will prevail to the extent of any inconsistency between provisions of the Project Contract:

- a. the Schedule to the Project Contract (or any Revised Schedule to the Project Contract);
- b. the Project Contract Conditions set out in the Head Agreement;
- c. Annexures 1 and 2 to the Head Agreement; and
- d. any other document expressly referred to in items (a) to (c) inclusive of this clause as forming part of the Project Contract.

4.4 Entire Project Contract

The Project Contract formed between the parties for undertaking the Services constitutes the entire agreement between the parties relating to the subject matter of the Project Contract, and supersedes any previous agreements or understandings.

4.5 Governing Law

The Project Contract will be governed by and construed in accordance with the laws of the Northern Territory of Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that Territory.

5 General Obligations of the Parties

Both the Principal and the University will, at all times:

- a. act reasonably in performing their obligations and exercising their rights under the Project Contract;
- b. diligently perform their respective obligations under the Project Contract; and
- c. work together in a collaborative manner.

6 Principal's Responsibilities and Obligations

6.1 Primary Responsibilities

The Principal will pay the University the Project Contract Value in accordance with the Schedule to the Project Contract.

The Principal will give or cause to be given to the University timely instructions, decisions and information sufficient to define the requirements of the Services.

6.2 Principal's Representative

The Principal's Representative will exercise the duties, discretions and powers vested in the Principal under the Project Contract except this power of appointment.

The Principal's Representative for the purposes of the Project Contract is nominated at Item 12.

6.3 Contract Manager

For the purpose of exercising some of the powers, duties, discretions and authorities, vested in that person on behalf of the Principal, the Principal's Representative may from time to time appoint a representative.

Any reference to the Principal within these conditions will be deemed to be a reference to the Contract Manager so far as it concerns the exercise of the Contract Manager's powers by virtue of his or her appointment.

The Contract Manager will act as the first point of contact for the University for all matters under the Project Contract.

Any reference to the Principal within these Conditions shall be deemed to be a reference to the Contract Manager so far as it concerns the exercise of the Contract Manager's powers by virtue of their appointment.

7 The University's Responsibilities and Obligations

7.1 Primary Responsibilities

The University will provide the Services within the Term to the standard required by the Key Performance Indicators and the Milestones included in the Project Contract.

The University recognises and will accept valid notices from the Contract Manager as if the notices were issued by the Principal.

Unless the Project Contract otherwise provides, the University will supply at its own cost and expense everything necessary for the proper completion of the Services and the proper performance of its obligations under the Project Contract.

The University will observe and comply with all requirements of:

- a. all relevant Acts of the Commonwealth of Australia and all relevant Acts of the Northern Territory;
- b. all regulations, by-laws, orders or subordinate legislation made or issued under any such Act;
- c. any relevant authority, regulator or standard setting entity as will be in force in the place affecting or applicable to the Services or the execution of the Services;

d. the Partnership Agreement.

7.2 Directions

The University will comply with any reasonable Direction either orally or in writing issued, given or served upon it by the Principal. Any Direction given orally will, as soon as practicable after it is given, be confirmed in writing.

7.3 Warranties

The University warrants that:

- a. the Services will be fit for purpose and carried out in accordance with the requirements of the Project Contract and with all due care and skill and in accordance with appropriate standards, principles and practices;
- b. in addition to complying with the other provisions of the Project Contract the University will comply with all statements or representations as to its performance or the provision of the Services contained in the Project Contract;
- c. where required by the Project Contract, the Services will be carried out by the Key Personnel approved by the Principal and no additional charge will be claimed where replacement Key Personnel or subcontractors are required;
- d. it will remain fully responsible for all work undertaken by the University regardless of any review or acceptance of that work by the Principal;
- e. it will provide such further information in relation to the provision of the Services as reasonably required by the Principal;
- f. the information contained in the Project Contract as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the University and the University Personnel is correct;
- g. it has established and will comply with and maintain during the Project Contract, all Plans as required under the Project Contract; and
- h. it will maintain all certificates, licenses, authorisations required to perform the Services as required under the Project Contract.

7.4 The University's Representative

The University will appoint the University's Representative.

Any reasonable Direction given to the University's Representative will be deemed to be a Direction issued to or served upon the University.

Matters within the knowledge of the University's Representative will be deemed to be within the knowledge of the University.

The University or its representative will have sufficient command of the English language to be able to read, converse and receive instructions in English.

The University may, with the prior written approval of the Principal (which will not be unreasonably withheld or denied), cancel the appointment and will nominate another The University's Representative.

7.5 University Personnel

The University will engage the Key Personnel in providing the Services and will maintain the engagement of the Key Personnel in providing the Services for the Term.

The University will notify the Principal immediately of any changes in the Key Personnel undertaking the Services and will only replace Key Personnel with University Personnel of similar qualifications and ability, whose appointment the Principal, at its discretion, has consented to in writing.

The Principal may, acting reasonably, require the University to replace the University Personnel employed in performing the Services, and the University will:

- a. promptly comply with, or ensure prompt compliance with, this direction; and
- b. not again engage the replaced University Personnel in connection with the Services.

7.6 Reporting

The University will provide the Reports listed under Item 9 to the Principal according to the dates and requirements of Item 9.

If the University does not comply with this clause 7.6, the Principal may take Dispute Resolution action under clause 22.

7.7 Status of the University

In providing the Services, the University and University Personnel are not for any purpose a servant or employee of the Principal.

8 Payments

8.1 Calculating the Project Contract Value

The Project Contract Value is the total amount for the Services, calculated by reference to the Rates for the Services, along with the amounts for Approved Additional Expenses, agreed by the Parties and itemised at Item 8.

Expenses not included at Item 8 of the Schedule to the Project will require the approval of the Principal (which will not be unreasonably withheld or denied) prior to incurring the additional amounts or invoicing the Principal for these. Approval must be sought in accordance with the process set out in clause 8.3.

8.2 Invoicing and Payment

On completion of each Milestone set out in the Schedule to the Project Contract, the University will issue an itemised Tax Invoice to the Principal, on account of:

- a. the Inputs and Units contributed by the University in provision of the Services to achieve the Milestone at the Rates specified in the Project Contract; and
- b. the Approved Additional Expense incurred by the University for the same Milestone or such earlier period for which the Approved Additional Expense have not been invoiced.

The University must only issue a Tax Invoice to the Principal in accordance with the Schedule to the Project Contract, or for Approved Additional Expense.

If requested by the Principal, the University will provide such further information relating to the Services, Milestones, Key Performance Indicators and/or Tax Invoice as the Principal indicates it requires to verify or process a Tax Invoice issued by the University.

Subject to a Tax Invoice issued by the University and verification that the Services corresponding to the identified Milestone have been completed to the satisfaction of the Principal, the Principal will pay to the University the amount specified in the Tax Invoice:

- a. within 20 days where the amount invoiced is less than one million dollars (<\$1,000,000.00); or
- b. within 30 days where the amount invoiced is equal to or greater than one million dollars (= or > \$1,000,000.00).

The Principal reserves the right to suspend or withhold payment of invoiced amounts:

- a. relating to any part of the Services performed or delivered in the period covered by a Tax Invoice that have not been completed to the reasonable satisfaction of the Principal; and
- b. for any Approved Additional Expense the University does not provide evidence of the University receiving an invoice for from the relevant third party.

The Principal reserves the right to recover any overpayment.

8.3 Subsequent approval of Expenses

If the University seeks the Principal's approval for additional expenses not previously included at Item 8 of the Schedule to the Project the University must submit to the Principal:

- a. quotations for and evidence of the additional expenses being required for the Project Contract;
- b. written reasons why the additional expenses were not foreseen and included in the Schedule to the Project Contract; and
- c. at the Principal's request, evidence in support of the reasons provided under 8.3.b of this clause.

If the Principal approves the University's submission for additional expenses, the Principal will issue a written notice of such approval and such additional expenses will then be deemed to be included at Item 8 of the Schedule to the Project for the Project Contract as though they were Approved Additional Expenses, and the University may thereafter include those amounts as Approved Additional Expenses in a Tax Invoice issued by the University.

Provided that it acts reasonably, the Principal may approve or decline approval of additional expenses contained in a submission by the University. Where the Principal declines approval of any or all additional expenses in a submission by the University, the Principal will provide reasons for its decision.

8.4 Revising the Schedule of Rates

The Principal and the University may revise or vary the Rates applicable to a Project Contract by a written agreement signed by each party.

If a Project Contract is for a Term of greater than twelve months, the University may on the anniversary of the Contract Commencement Date request the Rates included at the Contract Commencement be reviewed.

Where such review is requested the University must provide the preferred methodology for review of each of the Rates, including for example, by reference to:

- a. the relevant Consumer Price Index set by the Australian Bureau of Statistics for the current year;
- b. wage or salary increases provided for in an Enterprise Agreement or Award; or
- c. a recognised industry rate published in an appropriate industry guideline.

The Principal and the University will work collaboratively to review the Rates for Project Contracts of greater than twelve month Term, and where indicated, the Principal may agree to revise the

Rates to apply under the Project Contract after the anniversary of the Contract Commencement Date.

The Principal or the University may at any time during the Term of the Project Contract request the Rates for any Input be varied. Where a variation to the Rates is sought, the party seeking the variation must provide the other Party with all relevant information or reasons in support of the request for variation of the Rates, including the methodology to be applied, the date from which the variation is sought, and details of any variation to the total Contract Value.

A variation to the Rates will not be given effect unless and until each party signs the written variation of Rates. A signed Variation of Rates will only have retrospective effect on the Rates if it expressly states that it has retrospective effect to a specified date not already included in a Tax Invoice issued.

8.5 Interest

Failure by the Principal to pay the amount by the due date:

- a. will not be grounds to vitiate or avoid the contract; and
- b. will entitle the University to make a claim for interest penalties on the late payment.

Interest penalties must be claimed within ninety (90) days of the date the late payment was made by the Principal and the claim must be in the form of a Tax Invoice. Interest penalties are to be calculated daily, for the period after the due date until the date payment is made by the Principal, at the ninety (90) day bank bill swap rate published on 1 June each year by the Australian Financial Markets Association. Where an interest penalty period spans 1 June, the rate will be the rate published in the year the original invoice was issued.

The Principal will not be liable for interest penalties on any payments in respect of interest penalties.

9 The University Performance Report

The Principal may prepare a Performance Report in relation to the Project Contract or the Services:

- a. every twelve (12) months during the Term;
- b. upon following the Contract Completion Date;
- c. on termination of the Project Contract pursuant to clause 23; or
- d. any time during the Term that the Principal may determine.

The Principal may, acting reasonably, determine the nature and findings of the Performance Report.

The Principal may require the assistance of the University to prepare the Performance Report, which the University will reasonably provide.

The University may contribute written responses to the findings noted in the Performance Report which may be incorporated into the Performance Report at the sole discretion of the Principal.

The Principal may use or provide the Performance Report to another agency, the Commonwealth, or any State or Territory for the purpose of evaluating the University's performance in the assessment of future tenders and contracts.

The University agrees that neither the University nor any other person will have any claim against the Principal or employees or agents of the Principal under any circumstances as a result of the preparation and use of the Performance Report.

10 Notices

10.1 Services of Notices

Notice must be:

- a. in writing, in English and signed by a person duly authorised by the sender; and
- b. hand delivered or sent by prepaid post or by electronic means to the recipient's address for notices set out in Item 12, as varied by any notice given by the recipient to the sender.

10.2 Effective on Receipt

Any notice given in accordance with clause 10.1 sent to the contact details set out in Item 12, takes effect when it is taken to be received (or at a later time specified in it) and is taken to be received:

- a. if hand delivered, on delivery;
- b. if sent by post, three (3) Business Days after the date of posting; and
- c. if sent by electronic transmission, on actual receipt by the addressee;

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 8.00am on the next Business Day.

11 Ethical Conduct

11.1 Conflicts of Interest

Upon becoming aware of any matter which gives rise to an actual or potential conflict of interest of the University or the University Personnel at any time during the currency of the Project Contract, the University will give notice to the Principal of that matter. The Principal will treat the information provided in the notice as confidential except where disclosure of the information is required by law.

On receipt of information through the proper investigation or enquiries of the University, the Principal, acting reasonably, may:

- a. direct the University to take action to address the conflict of interest; or
- b. terminate the Project Contract under clause 23.1.

11.2 Improper Conduct

The University will comply with the ICAC Act at all times in relation to the provision of the Services and the Contract.

As soon as practicable after the suspicion arises, the University must report all suspected Improper Conduct of the Principal or a member of the Principal Personnel to the Office of the Independent Commissioner Against Corruption, pursuant to the requirements of the ICAC Act.

As soon as practicable after the suspicion arises, the University must report any suspected Improper Conduct of the University Personnel to the Office of the Independent Commissioner Against Corruption, pursuant to the requirements of the ICAC Act.

If the University fails to comply with this clause 11, the Principal may terminate:

- a. the Head Agreement under clause 29.2; or
- b. the Project Contract under clause 23.1.

12 Disclosures of Information

12.1 Data Security

The University will have and maintain information and communication technology and systems which ensure that the handling, transmission, storage and access to the Contract Data are secure and enable the University to comply with clause 12.1.

The University will comply with the requirements of Cloud Computing Standard in all handling, transmission, storage and securing of Contract Data.

The University will not handle, transmit, store or secure Contract Data outside of Australia except as permitted under the Cloud Computing Standard.

As soon as reasonably possible after becoming aware, the University will serve written notice on the Principal of any change in circumstances, an act or an omission which would cause the University or a member of the University Personnel to contravene the Cloud Computing Standard.

The Principal will provide the University with a new version of the Cloud Computing Standard as soon as practicable after the confirmation of the new version, and will highlight changes from the previous version. The Principal will provide notice specifying the period during which the University will be allowed to modify its operations to comply with such changes, and during that period the right will not accrue to the Principal to require the University to comply with clause 12.1.

12.2 Confidentiality

The University and University Personnel will not disclose to any person, any Confidential Information relating to the Principal or to third parties which the University may have accessed as a result of the Project Contract or performance of the Services, and will take all necessary precautions to prevent disclosure of the Confidential Information, except:

- a. as authorised in writing by the Principal;
- b. to the extent required by Personnel to perform their obligations under the Project Contract or provide the Services; or
- c. where the disclosure is required by law.

12.3 Media and Publicity

The University will not of its own motion divulge any information regarding the nature of this Head Agreement, a Project Contract or progress of the Services or give any publicity concerning the Services, except with the written consent of the Principal. In giving written consent the Principal may impose such terms and conditions as it thinks fit.

If the Principal proposes to divulge information to media or in any publicity relating to:

- a. the participation of the University in either the Head Agreement or a Project Contract; or
- b. the provision of Services by the University,

then the Principal will first provide the University with the proposed media or publicity information and the University may within the timeframe specified provide the Principal with amendments or additions, and the parties will work collaboratively to reach agreement on the content for the media or publicity information, to enable release at the scheduled time.

13 Local Content

13.1 Local Benefit Commitments

Pursuant to a shared commitment to the principle of long-term community engagement activities which aim to improve the wellbeing of the Northern Territory community across an economic, environmental and social and cultural context in fulfilling the Partnership Agreement, the University will fulfil the Local Benefit Commitment.

The University will ensure that any sub-contractor (where applicable) will also be required to fulfil any applicable elements of the Local Benefit Commitment.

13.2 Use of Local Workers, Supplies and Services

Without limiting clause 13.1, the University will, except in those cases where the University can reasonably demonstrate to the Principal that it is impractical for commercial, technical or other reasons so to do:

- a. employ Workers, including apprentices and trainees, who normally reside in the Northern Territory; and
- b. procure services, supplies and materials provided by Northern Territory Enterprises/within the Northern Territory.

13.3 Reporting to the Principal and Right of Audit

The University shall, within 7 days of a written request by the Principal, submit a written Report to the Principal detailing how it has complied or is complying with clauses 13.1 and 13.2.

The Principal may, after giving 7 day's written notice to the University, inspect and conduct an audit of the University's records to determine the University's level of compliance with this clause 13. The Principal may conduct this audit itself or may engage a third party to conduct the audit on behalf of the Principal.

13.4 Failure to Fulfil Local Benefit Commitment

The University's Local Benefit Commitment is a Key Performance Indicator.

If the University fails to fulfil or otherwise comply with the Local Benefit Commitment, or if the University fails to comply with any other obligation placed on the University by this clause 13, the Principal may take action under clauses 22 or 23.1.

13.5 Performance Reports

The University's compliance or non-compliance with this clause 13 may be recorded in the University Performance Report.

14 Indemnities

The University will indemnify the Principal against any legal liability, loss, claim, action or proceeding including (without limitation) for personal injury to, or death of any person or for damage to any property arising directly from the carrying out of the Services (except loss or damage to the extent caused by any negligent act, omission or default of the Principal or employees or agents of the Principal) and against any costs and expense that are incurred arising from such loss, claim, action or proceeding.

The University will indemnify the Principal against any compensation it is required to pay or any action, claim, demand or expense for which the Principal becomes legally liable arising from or incurred by reason of the existence of any patent, design, trademark or copyright or other protected right in connection with the carrying out of the Services.

The University will indemnify the Principal against any liability, loss or expense incurred arising from a breach of Privacy Laws or of the obligations of the University under clause 25 of the Project Contract.

The University's indemnity under this clause 14 is limited to \$10,000,000 in the aggregate for each Project Contract and will expire on the expiry or earlier termination of the Project Contract.

As soon as practicable after becoming aware of any event or circumstance which may give rise to the Principal relying on the indemnity in this clause 14, the Principal agrees to:

- a. notify the University in writing of the event or circumstance and provide reasonable details; and
- b. use its best endeavours to mitigate any loss, damage or expenses arising out of or in connection with the event or circumstance.

If a claim is made by a third party against the Principal, in respect of which the University is required to indemnify the Principal under this Head Agreement and each Project Contract, the Principal must:

- a. do all things reasonably required by the University in negotiating, defending or otherwise taking action or proceedings in respect of that claim;
- b. not settle that claim with the claimant without the University's involvement in and agreement to any such settlement,

however, the Principal will not be required to comply with those requirements if:

- i. interlocutory proceedings are commenced against the Principal on an urgent basis;
- ii. the Principal reasonably considers that there is insufficient time to notify the University and for the University to notify its requirements under sub-paragraph (a)(i) or to commence the defence of such proceedings on behalf of the Principal;
- iii. the Principal initially defends such proceedings; and
- iv. as soon as practicable after commencement of the proceedings, the Principal gives the University the option to conduct the defence of such proceedings.

If a claim is made by a third party against the Principal, in respect of which the University is required to indemnify the Principal under this Head Agreement or a Project Contract and the University has the conduct of the defence of the proceedings, the University must:

- a. give the Principal prior notice before agreeing to any compromise or settlement of such a claim; and
- b. consult in good faith with the Principal prior to agreeing to any such compromise or settlement.

Nothing in this clause 14 acts as a general limitation on the liability of the University.

15 Work Health and Safety Management

15.1 Priority to Safety Issues

While carrying out the Services, the University:

- a. bears responsibility for, and must give priority to, ensuring safe work practices in relation to the Services and the Project Contract;
- b. must carry out the Services safely and so as to protect persons and property; and
- c. must maintain appropriate safety precautions and programs so as to prevent injury to persons or damage to property as a result of carrying out the Services.

15.2 Compliance with Laws and Standards

Without limiting clause 15.1 or any other provision in the Project Contract, in carrying out the Services, the University must comply with:

- a. all laws and standards that are applicable to the performance of the Services; and
- b. any reasonable direction issued by the Principal or any other person with control and management of the Services; and

must ensure that all Personnel and all persons for whom it is responsible, or over whom it is capable of exercising control, do the same.

15.3 Site Rules

The University and any sub-contractors required to enter the Site or Sites in connection with the Services or the Project Contract shall comply with:

- a. all rules and regulations in force at the Site or Sites, including rules which require screening through Criminal History and Working with Vulnerable Persons checks; and
- b. the Schedule of Site Rules.

The University will obtain all relevant permits and pay all associated fees and charges which are levied by the Authority over the Site or Sites.

15.4 Unsafe work

If the Principal considers on reasonable grounds that:

- a. there is a risk of injury to people or damage to property arising from the Services; or
- b. there is an unsafe or potentially unsafe practice or there is a breach of the requirements of this clause 15,

then, in addition to any other rights it has under the Project Contract, the Principal may:

- c. direct the University to change its manner of working; or
- d. if:
 - i. a direction under clause 15.4(c) is not considered to be sufficient to adequately address an identified material risk; or
 - ii. after the direction under clause 15.4(c) is given, the University fails to comply with that direction,suspend the performance of the Services associated with the unsafe practice or breach, and not lift the suspension until the work area is made safe and the unsafe practice removed, or the breach rectified.

All costs, delay and disruption caused by any reasonable action taken under this clause 15.4 are the responsibility of the University.

15.5 Substantive Breach

Where:

- a. in the reasonable opinion of the Principal, the University has committed a substantive breach of its obligations under clause 15.4; and
- b. the Principal has taken the steps described in clause 15.4(c) and (d); and
- c. where such breach is capable of rectification, the Principal has given the University written notice of not less than 20 Business Days to rectify the breach; and
- d. either:
 - i. the University has not rectified the breach within the timeframe set in the notice; or
 - ii. the breach is not capable of being rectified,

the Principal may immediately terminate the Project Contract, by written notice to the University.

The remedy of termination provided in this clause 15.5:

- a. applies despite any other provision of the Project Contract; and
- b. is in addition to the other remedies under the Project Contract.

16 Insurances

16.1 Insurance Required

Prior to providing the Services, the University will take out, and will maintain for the duration of the Project Contract, all of the insurance policies described under Item 13.

16.2 Workers Compensation Insurance

The University must take out and maintain Workers Compensation insurance policy which:

- a. covers all workers employed by the University;
- b. complies with the Workers Rehabilitation and Compensation Act; and
- c. is purchased from NT Approved Insurers.

The University will ensure that all sub-contractors who employ workers have Workers Compensation insurance cover in accordance with the Workers Rehabilitation and Compensation Act.

The University will ensure that all persons employed under labour hire agreements, whether by the University or through a labour hire firm, are appropriately covered by Workers Compensation insurance.

The University must ensure that self-employed sub-contractors have adequate insurance coverage in place.

The University will be responsible for ensuring that all sub-contractors have appropriate insurance policies, and, upon request, will provide to the Principal copies of all Certificates of Currency, including those of any sub-contractors (including self-employed contractors and persons employed under Labour Hire Agreements).

16.3 Public Liability Insurance

The University must take out and maintain for the currency of the Project Contract a Public Liability policy of insurance which:

- a. covers any liability that it may have or that may arise to third parties; and
- b. is for an amount of not less than the sum stated in Item 13 for any one occurrence.

The effecting of insurance will not limit the liabilities or obligations of the University under other provisions of the Project Contract.

The University will ensure that all sub-contractors take out Public Liability Insurance that meets the requirements of this clause.

16.4 Professional Indemnity Insurance

The University must take out and maintain during the currency of the Project Contract a Professional Indemnity Insurance policy that is for a value not less than the sum stated in the Item 13.

The University will continue to maintain a professional indemnity policy after the conclusion of the Project Contract for a period and for such value as is necessary to indemnify the University in respect of all liabilities arising out of the Project Contract. The University's liability to the Principal will not be limited or otherwise affected by the terms of any such insurance policy.

16.5 Insurance of Documents

Where relevant, until all original documents are finally delivered to the Principal, all risks whatsoever connected with the total or partial loss of the documents will be the responsibility of the University. The University will ensure that this responsibility is met at all times by an appropriate Insurance Policy.

16.6 Lodgement of Certificates of Currency

The University will, if so requested, provide the Principal with copies of Certificates of Currency and summaries of key provisions for all insurance policies required under clause 15 including those of any sub-contractors (including self-employed the contractors and persons employed under labour hire agreements):

- a. prior to commencing the Services under the Project Contract;
- b. within two (2) days of a written request by the Principal;
- c. within seven (7) days after the University renews an insurance policy; and
- d. within seven (7) days after the University makes any change to an insurance policy.

The University will not cancel any Insurance Policy, or conduct itself in a manner that brings about such a cancellation of an insurance policy, except with the written consent of the Principal.

17 Intellectual Property

17.1 Background Intellectual Property

Each party is and remains the owner of the property in its own Background Intellectual Property.

Each party hereby grants to each other a royalty-free, non- exclusive licence to use that party's Background Intellectual Property for the purposes of carrying out their obligations under the Project Contract, but for no other purpose.

The parties warrant to each other that they are not aware that the use of their Background Intellectual Property for the purposes of the Project Contract will or may infringe the Intellectual Property rights of any third parties, or, if it may infringe third party rights, that they have been

granted lawful rights to use any relevant part of the Background Intellectual Property for the purposes of the Project Contract.

17.2 Intellectual Property in Contract Material

Subject to this clause, the Principal owns and remains the owner of the Intellectual Property in the Contract Material.

The Principal acknowledges that Intellectual Property in Contract Materials generated through the provision of the Services by the University should be managed to maximise the benefits to the Northern Territory.

The Principal grants to the University a non-exclusive royalty free licence to use the Intellectual Property in the Contract Material without the prior consent of the Principal for the following purposes:

- a. in the preparation of teaching materials for dissemination to students of the University;
- b. for use in future research projects being undertaken by the University alone or in conjunction with other not-for-profit or educational institutions; and
- c. for publication in academic publications.

17.3 Intellectual Property Licence Conditions

The Licence is granted subject to and conditional upon the following terms and conditions:

- a. Acknowledgement of the Principal's copyright and contribution;
- b. The material must not contain Confidential Information belonging to the Principal;
- c. Where the material contains third party Intellectual Property:
 - i. any necessary consents have been obtained by the University from those third parties;
 - ii. proof of that consent has been provided to the Principal; and
 - iii. third party Intellectual Property must be acknowledged;
- d. the University must not receive any commercial gain from use of the material pursuant to this clause.

17.4 Consent for Other Purposes

For the University to use Intellectual Property in Contract Material for purposes other than the purposes specified under clause 17.2 or the additional purposes listed in the Special Conditions that does not meet the conditions specified in clause 17.3 (Additional IP Use) the University must first obtain the written consent of the Lead Agency, which consent will not be unreasonably withheld.

The Principal must promptly consider an application from the University for Additional IP Use and provide the University with its consent or reasons for not consenting within thirty days (30) days of receipt of the application.

To use Intellectual Property in Contract Material for purposes other the purposes specified under clause 17.2 or the additional purposes listed in the Special Conditions that does not meet the conditions specified in clause 17.3 (Additional IP Use) the University must first obtain the written consent of the Principal, which consent will not be unreasonably withheld.

The Principal must promptly consider an application for Additional IP Use and provide the University with its consent or reasons for not consenting within thirty days (30) days of receipt of the application.

18 Performance

18.1 Program

The University will provide the Services in accordance with the Key Performance Indicators and the Milestones, and to the satisfaction of the Principal, and complete the Services prior to or on the Contract Completion Date.

When requested by the Principal, the University will provide the Principal with information on how the Services will be provided and Milestones met. This information will be provided in a manner that is appropriate to the Services and satisfactory to the Principal.

18.2 Varying Milestones and the Completion Date

As soon as it becomes evident to the University that the Contract Completion Date is delayed or cannot be met, the University may request to the Principal in writing, together with a statement of the circumstances on which the request is based, a variation of the Contract Completion Date.

As soon as it becomes evident to the University that a Milestone cannot be met, the University may request to the Principal in writing, together with a statement of the circumstances on which the request is based, a variation to the Milestone.

Upon receipt of the University's request, the Principal will determine, acting reasonably, whether the circumstances justify the requested variation.

Subject to the objectives and requirements of the Project Contract, the Principal may grant the requested variation to the extent that the variation is required as a consequence of events beyond the reasonable control of the University.

The Principal may vary the Contract Completion Date or the relevant Milestone under clause 18.2.

Extra costs incurred by the University incurred in connection with the exercise by the Principal of the power to determine any extension of time will be borne and paid by the Principal only if a request to vary a Milestone or the Contract Completion Date was due to:

- a. a breach of a provision of the Project Contract by the Principal;
- b. an act or omission on the part of the Principal; or
- c. any other cause provided for in the Project Contract.

If the University fails to provide the Services in accordance with the Key Performance Indicators or the University fails to achieve the Milestones before the Contract Completion Date, the Principal may vary the instalments of the Contract Value payable to the University to constitute:

- a. a five per cent (5%) reduction of the Contract Value for a delay in the completion of the Service provision of up to and including ten (10) Business Days following the Contract Completion Date; and
- b. a total reduction of the Contract Value by the amount equal to the cost incurred by the Principal resulting from the failure of the University not exceeding fifteen per cent (15%) of the estimated total or fixed price of the Project Contract.

18.3 Progress Reports

The University will submit Reports to the Principal as set out in Item 9.

The University will attend progress review and coordination meetings as directed by the Principal.

18.4 Compliance with Laws

Unless instructed in writing by the Principal that compliance is not required, the University will ensure that the documents produced under the Contract comply with relevant Laws and will obtain all required approvals in respect thereof.

The University will promptly advise the Principal in writing if it becomes aware that the requirements of the Services conflict with any such Laws.

18.5 Checking, Signing and Certification

All documents prepared under the Contract will be signed by the University to certify that the documents have been prepared by competent staff and have been checked and approved for accuracy, compliance with relevant Laws, the requirements of the Contract and coordination with related documents.

The University is not required to check standard documents provided by the Principal, but will ensure that the standard documents are appropriate for their proposed use.

18.6 Corrections

Despite any reviews, approvals or Directions undertaken or given by the Principal with respect to documents prepared by the University, any error, ambiguity or deficiency, which subsequently becomes apparent, and is referred to the University for correction or clarification will be corrected or clarified by the University to the reasonable satisfaction of the Principal.

The University will not be entitled to an additional fee where the correction or clarification arises from a fault of the University.

18.7 Review of Work by Others

Where the University is required to take over work provided by or on behalf of the Principal, the University will review such work before proceeding. If, following this review, the Principal considers it necessary for the University to make good deficiencies in such work, an additional review fee will be chargeable.

In such a case, the University will obtain the written approval of the Principal before proceeding with the additional work.

19 Variation of the Project Contract

19.1 By notice of the Principal

The Principal may vary the Contract Value by serving written notice on the University of a new Version of the Schedule to a Project Contract which sets out the variations to Items 7 and 8.

Only the Lead Agency, acting on behalf of the Principal, may issue a new Version of the Project Schedule which varies Items described in the previous Version, other than Items 7 and 8.

19.2 Mutual Agreement

The parties may vary the Project Contract by executing a new Version of the Schedule to a Project Contract.

Only the Lead Agency, acting on behalf of the Principal, may execute a new Version of the Schedule to a Project Contract with additional or varied Special Conditions under Item 17.

19.3 Revised Project Schedules

A Revised Schedule to a Project Contract will cancel and replace an earlier Schedule to a Project Contract in its entirety from:

- a. the date the Revised Schedule to a Project Contract is issued by the Principal pursuant to clause 19.1; or
- b. the date the Revised Schedule to a Project Contract is executed by the parties pursuant to clause 19.2.

The Schedule to a Project Contract is identified by the Project Contract Number in which the decimal refers to the Version. For example, Project Contract Number 23.4 means Version 4 of Project Contract numbered 23.

20 Assignment

The University will not assign the Project Contract, mortgage, charge or encumber any of the monies payable under the Project Contract or any other benefit whatsoever arising under the Project Contract, without written consent of the Principal. Such consent will not be unreasonably withheld.

21 Sub-Contractors

The University will submit to the Principal for approval the details of proposed sub-contractors and the nature and value of the Services, part or parts thereof, which the University wishes to sub-contract to a sub-contractor, as required under Item 14.

The University may not engage a sub-contractor in connection with the Services without first obtaining the Principal's written approval, which will not be unreasonably withheld. The Principal's written approval may be provided on the Contract Commencement Date or any time thereafter during the Term.

Any sub-contract in which the University engages to provide any part or parts of the Services will be in writing.

Any sub-contract in which the University engages to provide any part or parts of the Services will provide that progress payments to the sub-contractor will be made within fourteen (14) days of the date that the University receives a payment from the Principal.

The Principal's approval of the University engaging a sub-contractor to provide any part of Services will not relieve the University from any of its obligations and responsibilities under the Project Contract. The University will be fully liable to the Principal for the work of the sub-contractor or any employee or agent of the sub-contractor.

Nothing contained in the Project Contract will in any way be construed as relieving the University of its responsibility for the performance of the Project Contract according to its tenor.

22 Disputes

Each party must follow the procedures in this clause 22 before starting court proceedings, other than for interlocutory relief.

22.1 Notice of Dispute

A party to the Project Contract or the Head Agreement who wishes to claim that a dispute has arisen must give written notice to the other party setting out details of the dispute.

22.2 Meeting of Parties

Within five (5) Business Days of the provision of the written notice, a nominated representative of each of the parties must meet to take whatever actions or investigations as each deems appropriate, to negotiate a resolution to the dispute.

22.3 Referral to Executive Committee

Where the nominated representatives of the parties are unable to resolve the dispute, the matter will be referred in writing to the Partnership Agreement Executive Committee to consider and negotiate a resolution to the dispute.

22.4 Appointment of Mediator

If the Partnership Agreement Executive Committee does not agree upon actions to resolve the dispute, or either party fails to implement agreed actions to resolve the dispute within the agreed time, then one or both of the parties may nominate a mediator to mediate the dispute.

To appoint a mediator, the party wishing to appoint the mediator must:

- a. provide written notice to the other party of the proposed mediator; and
- b. obtain the written agreement of the other party to the proposed mediator within five (5) Business Days of providing notice.

If the parties do not agree upon a mediator, either or both of the parties may refer the matter to the Resolution Institute to nominate a mediator to mediate the dispute.

The parties will bear the costs of the mediator equally.

22.5 Appointment of Independent Expert

If the dispute is not resolved within twenty (20) Business Days after the appointment of the mediator (or within such further period as the parties agree is appropriate) then one or both parties may nominate an independent expert to determine the dispute.

If the parties fail to agree to the identity of an independent expert within five (5) Business Days of a party nominating an independent expert, then either or both of the parties may refer the matter to the Resolution Institute to nominate an independent expert to determine the dispute.

The expert must not be the same person as the mediator.

The parties will bear the costs of the independent expert's determination equally, unless the independent expert determines otherwise.

The parties will make available to the independent expert all materials requested by it and will furnish it with all other materials which are relevant to the determination.

22.6 Decision of Independent Expert

The decision of the independent expert is absolute and final and will bind the parties accordingly and, where relevant the Project Contract will be deemed to be amended to incorporate the terms of the independent expert's decision.

The independent expert will be deemed to be acting in making any decision as an expert and not an arbitrator.

22.7 Continuation of Work during Disputes

During disputes and until such time that work under the Project Contract is completed, the Contractor must, at all times, continue to fulfil its obligations under the Project Contract and comply with all directions given to it by the Principal in accordance with the provision of the Project Contract, provided that such directions do not touch upon the subject matter of the dispute in respect of which written notice has been given in accordance with this clause 22.

23 Termination of the Project Contract

23.1 Unsatisfactory Performance

Without prejudice to any other remedy of the Principal at law, if the University:

- a. fails to meet the Key Performance Indicators contained in the Project Contract in carrying out the Services; or
- b. neglects or omits to carry out any Direction of the Principal in respect of the Services; or
- c. fails to complete the whole of the Services within the Term; or
- d. expressly states that the University does not intend to or is unable to complete the Services; or
- e. becomes insolvent or bankrupt; or
- f. being a company goes into liquidation,

the Principal may, by notice in writing:

- g. cancel the Project Contract whereupon all sums of money which may remain in the hands of the Principal may be forfeited to the Principal and on being so forfeited will become vested in or become payable to the Principal; or
- h. take the Services wholly or partly out of the control of the University and complete the Services by any other means the Principal so decides,

provided that where the failure, default or event is capable of remedy the Principal first gives the University notice that it requires the failure, default or event to be remedied within the time specified in that notice, which time must be reasonable taking into account the nature of the failure, default or event, and the University does not comply with that notice.

23.2 Termination by Mutual Agreement

The Project Contract may be terminated at any time by mutual agreement between the Principal and the University or by either party giving fourteen (14) days' notice to the other party. Termination will be without prejudice to any claim, which either party may have against the other arising out of any negligent act or omission prior to the date of termination.

Upon termination under this clause 25.2, and as applicable, the University will provide the Principal with all documents produced in connection with the Project Contract and the Services up to the date of termination, regardless of their stage of completion.

23.3 Termination of the Partnership Agreement

Despite anything else in this clause 23, the Project Contract will be terminated by the termination of the Partnership Agreement, on the date that the Partnership is terminated.

Upon termination under this clause 23.2, and as applicable, the University will provide the Principal with all documents produced in connection with the Contract and the Services up to the date of termination, regardless of their stage of completion.

23.4 Termination or expiration of the Head Agreement

The termination or expiration of the Head Agreement will have no effect on a Project Contract entered during the Term of the Head Agreement, and the provisions of the Head Agreement will survive and remain in force as provisions of the Project Contract until the expiration of the or termination of the Project Contract.

24 Goods and Services Tax

For the purposes of this clause 24 unless the context otherwise requires:

'GST' means any tax imposed on Supplies by or through the *New Tax System (Goods and Services Tax) Act 1999 ('Act')* and any related *Tax Imposition Act* and "New Tax System Changes" has the meaning it bears in the *New Tax System (Trade Practices Amendment) Act 1999 ('TPA')*. Where any other term is used in this clause 24 which is defined in the Act or the TPA it will have the meaning which it bears in the Act, or (if the term is not defined in the Act) then the meaning which it bears in the TPA;

'GST Rate' means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time;

'Input Tax Credit' has the meaning it bears in the Act;

'Recipient' 'Entity' and 'Supplies' have the meaning they bear in the Act, and, in addition for the purposes of the Project Contract will also be read as follows:

- a. "Entity" will also mean The University;
- b. "Recipient" will also mean Principal;
- c. "Supplies" will also mean the Goods and/or Services.

'Adjustment' means each form of adjustment to consideration provided for in this clause 24.

The parties acknowledge that the consideration under the Project Contract is inclusive of GST, where GST is calculated using the GST rate at the time of forming the Project Contract.

The University will provide the Recipient with a Tax Invoice and/or adjustment notes in relation to the supply prior to an amount being paid by the Recipient under the Project Contract, and will do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

Where the GST rate is changed after the date of formation of the Project Contract the consideration under the Project Contract will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate that applies at the date of formation of the Project Contract.

A Tax Invoice issued by the University to the Principal will include details of any Adjustments made pursuant this clause 24, identified under the heading "Goods and Services Tax" and an explanation as to how such Adjustments were calculated.

25 Privacy

25.1 Compliance with Privacy Laws

The University will deal with all Personal Information in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation as a public sector organisation operating in the Northern Territory.

The University will not collect, use, disclose or otherwise deal with Personal Information:

- a. except for the purposes of fulfilling its obligations under the Project Contract;
- b. without the written authority of the Principal;
- c. in breach of the Privacy Laws.

The University acknowledges that individuals have the right to request access to, or correction of, the Personal Information held about them and the University agrees to allow such access in accordance with that right.

The University will have, maintain, uphold and obtain the Principal's written approval of policies for the management of personal information and complaint handling procedures which comply with the Information Privacy Principles and the requirements of the Information Act.

25.2 Privacy Notices and Approvals

The University must not transfer Personal Information outside the Northern Territory without the prior approval of the Principal and then, only in accordance with Privacy Laws.

Where it becomes aware that a disclosure of Personal Information may be required by law, the University will immediately notify the Principal.

Each party will immediately provide notice to the other party upon:

- a. receiving a complaint relating to privacy or Privacy Laws; or
- b. becoming aware that Personal Information has been transferred outside the Northern Territory in breach of Privacy Laws.

25.3 University Personnel

The University will ensure that all University Personnel, and any other person who may have access to Personal Information held by the University, are aware of the obligations of the University under the Project Contract and will ensure that they undertake to not collect, access, use, disclose or otherwise deal with Personal Information except in performing their duties in accordance with the Project Contract.

The University will take all reasonable measures to ensure that Personal Information is protected from misuse, loss, unauthorised access, modification, disclosure or other misuse and that only Personnel necessary to fulfil the obligations under the Project Contract have access to the Personal Information.

25.4 End of the Project Contract

When the Project Contract expires or is terminated, the University must, at the Principal's discretion either:

- a. return to the Principal all records containing Personal information;
- b. retain any material containing Personal Information in a secure manner as approved by the Principal; or
- c. destroy or delete any Personal Information.

This clause 25.4 will survive the expiration or termination of the Project Contract and the Head Agreement.

26 Rights of Principal to Recover Monies

Should it be necessary for the Principal to take action pursuant to clauses 23 or 29, then all reasonable losses, costs, charges and expenses incurred or sustained by the Principal in

completing the Services will be deemed to be a debt due to the Principal by the University and will be deducted from any monies that may then or may thereafter become due to the University.

If the monies due to the University are less than the amount so deductible, the amount of the deficiency will be a debt due by the University to the Principal.

27 Compliance with Modern Slavery Act

The University must ensure that:

- a. in performing its obligations in connection with this Head Agreement, the University and its Personnel:
 - i. do not engage in any conduct or omission which may contravene any Modern Slavery Laws;
 - ii. comply with any Territory policy relating to Modern Slavery; and
 - iii. provide all assistance required by the Territory to fulfil its obligations, including reporting obligations, under the Modern Slavery Act 2018 (Cth); and
- b. it does all things reasonably required to mitigate or reduce Modern Slavery risks in its operations and supply chains and stay in compliance with all applicable Modern Slavery Laws.

The University represents and warrants to the Territory that:

- a. having made reasonable enquiries, to the best of its knowledge neither the University nor its Personnel:
 - i. have been convicted of any offence involving Modern Slavery; and
 - ii. have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of any Modern Slavery Laws; and
- b. it conducts its business in a manner that is compliant with Modern Slavery Laws.

The University must promptly notify the Territory as soon as it becomes aware of a potential, suspected or actual breach by it or its Personnel of any Modern Slavery Laws in connection with this Head Agreement.

The University must cooperate in good faith with the Territory in investigating the circumstances relevant to any potential, suspected or actual breach of any Modern Slavery Laws, whether or not notification has been given under this clause, including by giving access to documents and the University's Personnel, as may be reasonably required.

The University must establish and maintain policies and procedures to ensure the University and its Personnel comply with the obligations set out in this clause and provide training to the University's Personnel in relation to the matters addressed by those policies and procedures.

If the University is in breach of this clause 27, the Territory may notify the University of the breach and require within 20 Business Days that it undertake remedial action to rectify the breach, ensure its compliance with Modern Slavery Laws and minimise the risk of Modern Slavery within the University's operations and supply and value chains, including where necessary to terminate any practice that constitutes Modern Slavery and/or terminate any contract with a supplier or other third party engaging in any practice that constitutes Modern Slavery.

If the University fails to undertake the remedial action as required in the paragraph above, the Territory may terminate this Head Agreement with immediate effect by giving written notice to the University.

The University must on an annual basis:

- a. where the University meets the definition of a *reporting entity* under the *Modern Slavery Act 2018* (Cth) or has volunteered to report to the Commonwealth Minister under the *Modern Slavery Act 2018* (Cth), provide to the Territory either a copy of the report or such other evidence of the University's compliance with the reporting requirement to satisfy the Territory the University has complied with the requirement; or
- b. where the University does not meet the definition of a *reporting entity* for the purposes of the *Modern Slavery Act 2018* (Cth), and has not volunteered to report to the Commonwealth, provide to the Territory sufficient information to enable the Territory to fulfil its obligations as a *reporting entity* under the *Modern Slavery Act 2018* (Cth).

28 Variation of the Head Agreement

The parties may vary the Head Agreement by executing a deed of variation.

A deed of variation to vary the Head Agreement must be executed by the Lead Agency acting on behalf of the Principal.

The Principal may vary the Schedule of Site Rules by providing written notice of the variation to the University.

A variation to the Head Agreement will not apply to the Project Contract if the Contract Commencement Date is prior to the date that the variation is executed.

29 Termination of the Head Agreement

29.1 Termination by Mutual Agreement

The Head Agreement may be terminated at any time by mutual agreement between the Principal and the University or by either party giving fourteen (14) days' notice to the other party. Termination will be without prejudice to any claim, which either party may have against the other arising out of any negligent act or omission prior to the date of termination.

29.2 Termination for Failure to Perform

If the University:

- a. expressly states that the University does not intend to or is unable to comply with the Partnership Agreement or its responsibilities and obligations under the Head Agreement; or
- b. becomes insolvent or bankrupt; or
- c. goes into liquidation,

the Principal may, by notice in writing:

- d. terminate the Head Agreement in writing whereupon all sums of money which may remain in the hands of the University may be forfeited to the Principal and on being so forfeited will become vested in or become payable to the Principal; or
- e. take the Services under any Project Contract wholly or partly out of the control of the University and complete the Services by any other means the Principal so decides.

29.3 Termination of the Partnership Agreement

Despite anything else in this clause 29, the Head Agreement will be terminated by the termination of the Partnership Agreement, on the date that the Partnership is terminated.

Upon termination under this clause 29.3, and as applicable, the University will provide the Principal with all documents produced in connection with the Head Agreement up to the date of termination.

Execution Page

THE COMMON SEAL of CHARLES
DARWIN UNIVERSITY was affixed in the presence of:



Signature of Vice Chancellor

MICHAEL WILSON

Name of Vice Chancellor



26/2/21

Date

Signed by JODIE RYAN

Name of Delegate

for and on behalf of the NORTHERN TERRITORY OF
AUSTRALIA care of its agency the Department of

Chief Minister and Cabinet

Pursuant to a delegation under the *Contracts Act 1978*

on the 26 day of February 2020 in the
presence of:



Signature of Delegate

MARIA MOHR

Signature of Witness

MARIA MOHR

Name of Witness

Annexure 1: Template Schedule to a Project Contract



Annexure 2: Schedule of Site Rules

Work on Communities

The University is advised that restrictions may apply to entering and working in an Aboriginal Community.

It is the University's responsibility to ascertain from the relevant Community Council or Land Council details of any permits conditions, restrictions, requirements, fees etc applicable to working in that Community.

All permissions, permits and charges are the responsibility of the University.

A Volatile Substance Abuse Management Plan may apply in and/or near the area of the Services. Information can be found at <https://health.nt.gov.au/professionals/alcohol-and-other-drugs-health-professionals/volatile-substances>.

Defence Areas

The provisions of this clause shall apply to all work carried out in Proclaimed Defence Areas, or any other defined area notified to the University at any time.

The University shall strictly observe all the rules and regulations in force at the site and obey all notices and instructions which may be issued by the Commonwealth security authorities.

This Specification, any relevant drawings or other documents if marked with a security classification, ("Restricted", "Confidential", or "Secret"), shall not be disclosed to any person other than those requiring to see them for the purpose of the Services.

Groote Eylandt

Where the University proposes to use GEMCO facilities or products the University shall provide the Principal with written evidence that the University has made satisfactory credit arrangements with GEMCO before commencing work.

Hospitals

The Hospital's "Site Rules for Contractors, Sub-Contractors and Tradespersons" (the Site Rules) and the Health Department Network Policy document "Hospital Network: Infection Control during Construction, Renovation and Maintenance" apply to the site of Services.

The University and all persons required to enter the site in connection with the Services shall comply with the Site Rules.

The Rules are administered by the facility maintenance engineer or an appointed representative.

Workers Accommodation Jabiru

The University shall comply with all the requirements of, and rules and regulations issued by, the West Arnhem Shire Council, which now incorporates the Jabiru Town Council, concerning the locations which can be occupied by construction workers, and the conditions applying to the occupation of these locations.

NT Police Fire and Emergency Services Assets

Attention is drawn to the Northern Territory Police, Fire and Emergency Services (NTPFES) publication titled: "Instructions and Procedures - Security - Annexure A" ('Site Rules') which is available from the Facilities Manager, NTPFES Facilities Management Branch Telephone: 8922 3301.

The University shall become familiar with the rules that apply to work to be carried out in a NTPFES facility, prior to commencing work. These rules include the requirement to provide the results of a criminal history check using the form PF166 Authority to Release Criminal History and Information Holdings, Including Spent Conviction.

NTPFES PF166 Authority to release criminal history and information of holdings, including spent conviction - Application form available from SafeNT, 37 Woods St, Darwin, or your local police station if you are in a remote or regional area.

The University will be required to comply with the Site Rules pay all associated fees and to ensure that their employees and sub-contractors undertaking work within a NTPFES facility are made aware of the Site Rules, their application and that they comply with the Site Rules.

The University and all persons required to enter the site in connection with the Services shall comply with the Site Rules including security screening through criminal history checks.

The Rules are administered by the relevant OIC of the NTPFES facility, or his appointed representative.

Prior to commencing work on the site the University's Representative and representative of all sub-contractors shall attend a site meeting arranged by the Principal.

The University shall ensure the attendance of the sub-contractors.

Prior to commencing work on the Site the University shall provide the Principal the full name of the personnel that will be required to enter the Site. The Principal will then check with the relevant NTPFES contact that all the nominated personnel have the appropriate clearances.

ANNEXURE A

NTPFES Security Instruction and Procedure (Site Rules)

SCREENING OF VISITORS AND EMPLOYEES

All visitors and contractors shall provide the results of a criminal history check using the form PF166 Authority to Release Criminal History and Information Holdings, Including Spent Conviction from the Northern Territory Police Force for all persons requiring entry to the various NTPFES facilities in connection with the Services under the contract not less than five (5) working days prior to any individual first being engaged at any NTPFES site. A new criminal history check using the form PF166 Authority to Release Criminal History and Information Holdings, Including Spent Conviction shall be obtained annually.

On the application form the visitor or University shall direct the Criminal History and Information Holdings, Including Spent Convictions results to the NTPFES Facilities Manager.

Applications for a criminal history check using the form PF166 Authority to Release Criminal History and Information Holdings, Including Spent Conviction may be made at any Northern Territory Police Station. Applicants are required to sign an indemnity (within the document)

against the NT Police Force before the application can be processed. These criminal history checks are at cost to the applicant.

The Northern Territory Police, Fire and Emergency Services (NTPFES) may by notice in writing, and without being bound to give any reason, direct that certain persons shall not be used for the purposes of the contract and the contractor shall immediately comply with such direction.

Pursuant to the preceding paragraph, NTPFES shall not be liable to any person for any claim for damage or otherwise arising out of any such direction.

CONDUCT OF UNIVERSITY'S EMPLOYEES AND SUB-CONTRACTORS

The University shall employ and ensure that their sub-contractors employed in connection providing the Services are only such persons as are of good character, suitably qualified, enrolled or registered, skilled and experienced in their respective scopes of practice. The University shall be responsible for the good and proper conduct of the persons engaged by them and employed in the performance of the Services.

Any person sourced by the University must comply with relevant NTPFES policies and procedures in particular the Security Instruction and Procedures which requires a criminal history check to be undertaken prior to obtaining access to NTPFES facilities.

NTPFES may require the instant dismissal from the Services of any persons employed by the University in connection with the Services who, in the opinion of NTPFES, misconducts themselves or is incompetent or negligent in the performance of their duties, and the University shall immediately comply with such a requirement. The University shall not again employ a person so dismissed on or in connection with the Services without the prior approval of NTPFES.

Parliament House

The Site Rules for Contractors Entering Parliament House apply to the site of the Services.

The University and all persons required to enter the site in connection with the Services shall comply with the Site Rules.

The Sites Rules are administered by the Director of Security, Parliament House, or their appointed representative. Prior to entering the site and/or commencing work the Contractor will complete the undertaking to comply page, sign it, and return it to the Director of Security.

NT Correctional Centres

The University must comply with the requirements given in the Northern Territory Correctional Services publication titled: "Application to Visit Prison" ('Site Rules') which is available from:

Northern Territory Correctional Services
Level 3 Heritage Apartments
6 Knuckey Street
Darwin NT 0800
Attention: Chief Correctional Officer – Security
Telephone: Darwin (08) 8928 7598
Alice Springs: (08) 8951 8943

Inspection of the site is to take place on the time and day specified in the Annexure and in conjunction with the Prison Superintendent.

The University must agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within a Correctional Centre are aware of, and comply with, the Site Rules, and their application.

The Rules are administered by the NT Prisons - Prison Superintendent or an appointed representative.

Detention Centres

The University must comply with the Territory Families, Housing and Communities Youth Justice publications titled "Centre Rules", and "Youth Detention Centre Induction", which are available from:

Territory Families, Housing and Communities
Don Dale Youth Detention Centre
PO Box 37037
BERRIMAH NT 0820
Attention: Superintendent
Telephone: Darwin (08) 8922 0400

The University must agree in writing to comply with the site rules and must ensure that their employees and sub-contractors undertaking work within a Detention Centre are aware of, and comply with, the Centre Rules and their application.

All persons entering the site to undertake the Services must present a valid current Working With Children Clearance Notice (Ochre Card).

NT Schools

The Site Rules for Contractors Entering School Premises apply to the site of the Services.

The University and all persons required to enter the site in connection with the Services must comply with the Site Rules.

All persons required to enter the site in connection with the Services must hold a valid current Working with Children Clearance Notice (Ochre Card) issued by Safe NT. The Ochre Cards must be shown to the Principal or a nominated representative at the Site Induction. A copy of each Ochre Card must be provided to the Principal.

The Sites Rules are administered by the relevant School Principal, or their appointed representative. Prior to entering the site and/or commencing work the University must complete the undertaking to comply page, sign it, and return it to the relevant School Principal.

Special Security Conditions

The University shall supply to the Principal not less than 10 working days before entering the area, a complete list showing the full name, address and date and place of birth of every person who will be required to enter the area in connection with the Services.

In addition, each person desiring to enter the area must comply with local regulations relating to the issue of an entry permit and conditions of entry to the establishment.

These requirements will apply to any other persons requiring entry to the area in connection with the Services.

Kakadu National Park

The University shall comply with the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*, and with the Preliminary Checklist and its Guidelines.

The University, its employees and sub-contractors shall observe and comply with all rules and regulations in force in the Park and shall comply with all notices and instructions issued in relation to such rules and regulations.

The University, its employees and sub-contractors employed on work at the Park shall attend an induction session conducted by Parks Australia North. The location, timing and format of the induction session shall be arranged between the University and the Park Manager.

Kakadu National Park
PO Box 71
JABIRU NT 0886
Attention: Works and Contracts Officer
Telephone: (08) 8938 1120
Facsimile: (08) 8938 1115.
Email KakaduNP@environment.gov.au

Uluru - Kata Tjuta National Park

The University shall comply with the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*.

The University, its employees and sub-contractors shall observe and comply with all rules and regulations in force in the Park and shall comply with all notices and instructions issued in relation to such rules and regulations.

The University, its employees, and sub-contractors employed on work at the Park shall attend an induction session conducted by Parks Australia North. The location, timing and format of the induction session shall be arranged between the University and the Park Manager.

Uluru - Kata Tjuta National Park
PO Box 119
YULARA NT 0872
Attention: Works and Contracts Officer
Telephone: (08) 8956 1100
Facsimile: (08) 8956 2064.
Email: uluru.maintenance@environment.gov.au

NT Parks and Reserves

The University shall comply with the *Territory Parks and Wildlife Conservation Act 1976 (NT)*, Regulations and By-laws.

The University, its employees and sub-contractors shall observe and comply with all rules and regulations in force in the NT park or reserve and shall comply with all notices and instructions issued in relation to such rules and regulations.

The University, its employees, and sub-contractors employed on work at a NT park or reserve shall attend an induction session conducted by NT Parks and Wildlife Commission. The location, timing and format of the induction session shall be arranged between the University and the specific Park Manager, as identified by the Commission.

Parks and Wildlife Commission

Department of Environment, Parks and Water Security
Northern Territory Government
PO Box 496, Palmerston, 0831
Telephone: (08)
Email:

Aerodromes

The University must comply with the provisions of Part 139 - Aerodromes of the Civil Aviation Safety Authority document Manual of Standards (MoS).

The University is only required to comply with MoS Part 139 to the extent necessary to ensure safety is maintained during and after the provision of the supplies under this contract.

The MoS Part 139 document can be accessed via
<https://www.legislation.gov.au/Details/F2020C00797>.

Ensure the version accessed is "In Force".

The University must check that the information is current at the time the Services are undertaken.

Applicable legislation and other documentation includes:

- *Civil Aviation Act 1988* (Cth)
- Civil Aviation Regulations 1988 (Cth)
- Civil Aviation Safety Regulations 1998 (Cth)
- *Aviation Transport Security Act 2004* (Cth)
- Aviation Transport Security Regulations 2005 (Cth)
- Civil Aviation Advisory Publications
- Civil Aviation Orders

Services will be carried out at registered aerodromes, and at unregistered Aeroplane Landing Areas (ALAs). Requirements may differ for each type of facility.

The University will be required to engage the services of Aerodrome Reporting Officers (AROs) and Works Safety Officers (WSOs) to fulfil the requirements of the contract.

Method of Working Plans (MOWPs) must be developed for the works.

Carry out the works to include all works to meet the specified performance criteria.

This includes inspection, monitoring and reporting on the condition of the aerodrome, and the carrying out of rectification and maintenance works, to ensure its continual compliance with the requirements of the MOS.

Ensure the aerodrome is in a condition that complies with the requirements of the Civil Aviation Regulations (CAR) and all applicable CASA Directives.