



Goods and Services Purchase Order Terms and Conditions

1 Purchase Agreement

- 1.1 The Agreement consists of the following:
- these terms and conditions;
 - any other attachments to these terms and conditions, or incorporated by reference to these terms and conditions;
 - the Purchase Order; and
 - any other attachments or documents incorporated by reference in the Purchase Order.
- 1.2 In the event of any inconsistency between the documents in clause 1.1, unless otherwise provided, the document (or part of that document) listed first in clause 1.1 will prevail to the extent of the inconsistency.
- 1.3 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and negotiations, unless those communications expressly form part of the Agreement.
- 1.4 No variation of this Agreement is effective unless made in writing and signed by each party.

2 Term

The Agreement commences on the date the Supplier does anything consistent with the existence of this Agreement in relation to the Purchase Order, or the date the Supplier commences to supply the Supply, whichever is earlier, and remains in force, unless terminated earlier in accordance with this Agreement, until the completion by the Supplier of all its obligations under this Agreement, as agreed by the parties in writing.

3 Performance

- 3.1 The Supplier must supply the Supply in accordance with:
- the requirements in the Purchase Order (including any Delivery Date/s, Site/s or delivery address and any other instructions as UWA may otherwise authorise or reasonably direct) and these terms and conditions;
 - their Specifications;
 - the Service Levels;
 - in a professional manner and in accordance with any generally accepted industry or professional standards for Supply of this kind;
 - the Web Accessibility Policy, which is available at the UWA Policy Website; and
 - all applicable laws or regulations.
- 3.2 The Supplier must notify UWA immediately if it foresees any delay in the supply of the Supply.

4 Supply of Goods (This clause applies for Goods)

- 4.1 The Supplier must (unless the Specification states otherwise) supply to UWA all Goods as:
- new or newly manufactured; and
 - free from defects or errors (including viruses) in materials, workmanship or installation; and
 - include, at no additional cost, one electronic copy of the most recent version of any Documents applicable to those Goods at the time of (as the case may be) delivery or Acceptance.
- 4.2 The Supplier must supply to UWA the Documents in:
- a reasonable standard in presentation, accuracy and scope;
 - the most up to date version available at the time of the supply; and
 - in English language version with all key terms, words and symbols adequately defined or explained.
- 4.3 If any Documents are revised or replaced before Acceptance, then the Supplier must supply UWA the revised or replaced version at no additional cost.

5 Training

- 5.1 The Supplier must provide to UWA the Training, the costs of which are included in the Fees.

6 Site Access (This clause applies for Goods)

- 6.1 This clause applies when the Supplier is required to install any Goods.

- 6.2 UWA will provide the Supplier with reasonable access to the Site and any other facilities or services reasonably necessary to enable the Supplier to install and test the Goods.
- 6.3 UWA is responsible, at its cost, for preparing the Site for installation of the Goods, unless the Agreement specifies otherwise.
- 6.4 If installation or testing of any Goods is likely to interfere with UWA's normal use of the Site or UWA's business, the Supplier must first inform UWA of the likely nature and extent of the interference, so that the parties can agree on a solution to minimise the impact of that interference.
- 6.5 The Supplier must not access or use the Site or any UWA's facilities or services except to install and test the Goods.
- 6.6 The Supplier must comply with any UWA security requirements or instructions about access to and use or operation of the Site.
- 6.7 The Supplier must notify UWA promptly if it becomes aware of any actual or potential security breach in relation to the Site.

7 Inspection and Testing by UWA (This clause applies for Goods)

- 7.1 UWA shall not be deemed to have accepted the Goods unless and until UWA has had a reasonable opportunity to examine the Goods and to conduct appropriate acceptance tests to determine if the Goods are in accordance with this Agreement. UWA's acceptance of any specimens, samples, moulds, templates, materials or the like from the Supplier will not constitute acceptance of the final Goods.
- 7.2 UWA may within a reasonable time following delivery or during the performance of the supply, reject any Goods that do not conform with this Agreement, and the Supplier must replace the rejected Goods at no additional cost to UWA.
- 7.3 Any inspection or testing by UWA does not relieve the Supplier of any obligations contained in this Agreement.

8 Acceptance Testing by the Supplier (This clause applies for Goods)

- 8.1 If the Agreement requires the Supplier to install any Goods then the Supplier at its own cost must perform Acceptance Tests (with UWA Representative present) for those Goods according to the Acceptance Criteria.
- 8.2 If UWA is satisfied that the Goods comply with the Acceptance Criteria, UWA will provide written confirmation to the Supplier.
- 8.3 If UWA is not satisfied that the Goods comply with the Acceptance Criteria, UWA will provide written notice to the Supplier and may:
- set a new date for carrying out further Acceptance Tests on the same terms and conditions;
 - accept the Goods subject to conditions; or
 - reject the Goods for non-conformance with this Agreement.

9 Title and Risk (This clause applies for Goods)

- 9.1 Title to any Goods passes to UWA on the earlier of delivery or the payment of the Fees by UWA to the Supplier.
- 9.2 Risk in any Goods passes from the Supplier to UWA on:
- UWA notifying the Supplier that the Goods have passed any required testing in accordance with clause 8.2; or
 - at the time that UWA accepts delivery of the Goods (if testing under clause 8.1 is not applicable).
- 9.3 The passing of ownership or the delivery of the Goods by the Supplier to UWA does not constitute acceptance and does not affect UWA's rights to reject the Goods under clause 7.2.

10 Fees and Payment

- 10.1 The Fees include all costs and expenses (taxes, stamp duty, delivery to the Site, freight and other charges) by the Supplier and no further amounts are payable by UWA unless otherwise agreed in writing by UWA.
- 10.2 Subject to clause 10.3 and 11, UWA will pay any correctly rendered undisputed tax invoice issued by the Supplier to UWA within 30 days from the end of the month in which the invoice was received by UWA.
- 10.3 The Supplier must render invoices in a form acceptable to UWA and each invoice must:
- be a valid tax invoice in accordance with GST Law;
 - state the Purchase Order and the Business Unit numbers (or descriptions);

- (c) contain a brief description of the Supply provided in the period covered by the invoice (including the delivery date(s));
- (d) specify a correctly calculated amount;
- (e) clearly set out in a manner that allows UWA to determine the Supply and the amount payable in relation to that Supply;
- (f) disclose the details of any customs duties included in the Fees;
- (g) contain any further verification or documentation in relation to the invoice as UWA reasonably requires; and
- (h) be addressed and delivered to the address specified for billing on the Purchase Order.
- 10.4 If an invoice is found to be incorrect by UWA or the Supplier after payment has been made to the Supplier, then to the extent of the error, that amount will be recoverable by or from the Supplier, as the case may be.
- 10.5 UWA may offset any overpayments to the Supplier against any amount subsequently due by UWA to the Supplier.
- 11 Disputed Invoices**
- 11.1 If UWA disputes the amount of any invoice, UWA may, on written notice to the Supplier, withhold or suspend payment of any disputed part of the invoice until the dispute is resolved.
- 11.2 If the Supplier discovers or is advised of any errors in any invoice, the Supplier and UWA will jointly review the nature of the errors and the Supplier will, if appropriate, take prompt corrective action and adjust the relevant invoice and refund to UWA any overpayments.
- 11.3 The Supplier must continue to perform the Supplier's obligations under the Agreement in the event of a dispute about an invoice, while that dispute is resolved.
- 11.4 UWA must promptly pay any disputed amounts that are subsequently found to be correctly payable.
- 12 Cancel or Changes**
- 12.1 UWA may, at any time before the Supply is delivered or performed change or cancel the Agreement by notifying the Supplier to that effect. If this occurs, UWA will:
- (a) pay the Supplier for any Supply already completed or delivered at the time of the change or cancellation; and
- (b) reimburse the Supplier for reasonable costs and expenses in respect of any Supply partially completed or for cancellation of any Deliverables not delivered at the time of change or cancellation.
- 12.2 If any change of this Agreement causes an increase or decrease in the costs, performance or delivery of the Supply, then the parties shall agree to an equitable adjustment having regard to the nature and extent of the change.
- 13 Compliance**
- 13.1 The Supplier must comply with UWA's by-laws, rules and policies which are available at UWA Policy Website.
- 13.2 The Supplier must comply with the *Occupational Health Safety and Welfare Regulations 1996* and any directions or policies of UWA relating to:
- (a) work, health and safety;
- (b) parking and traffic; and
- (c) security (including information security).
- 13.3 UWA may, at its cost require the Supplier to undertake induction training relating to work, health and safety requirements.
- 13.4 The Supplier must provide at its own expense, all transport, tools and equipment necessary to carry out the Supply, and will be responsible for maintaining in a lawful manner all such transport, tools and equipment.
- 14 Warranties**
- 14.1 The Supplier warrants, and it is a condition of this Agreement, that:
- (a) all Goods will:
- (i) be free from defects, and errors or omissions in design, materials and workmanship;
- (ii) comply with their Specifications and meet the requirements of this Agreement;
- (iii) be newly manufactured and not second hand;
- (iv) be able to be used, assembled, handled, stored, dismantled, decommissioned and disposed of without risk to the health or safety of any person;
- (v) be of good and merchantable quality; and
- (vi) be fit for the purpose for which they are supplied;
- (b) all Services or Deliverables will:
- (i) be performed (or prepared) with due care and skill, in a professional, efficient and safe manner, and to best industry standards;
- (ii) be performed (or prepared) by suitably qualified and experienced Personnel;
- (iii) be fit for the purpose for which they are supplied; and
- (iv) comply with their Specifications and meet the requirements of this Agreement;
- (v) be performed (or prepared) ethically, sustainably and consistent with UWA's policies and procedures, which are at UWA Policy Website;
- (c) it has the right to supply the Supply to UWA;
- (d) title to Goods will pass to UWA free of any Encumbrances;
- (e) it will do all acts, matters and things that may be necessary for and incidental to the proper and efficient supply of the Supply;
- (f) it will ensure that the supply of the Supply at the Site causes as little disruption as possible to the business activities of UWA;
- (g) it will ensure that UWA will obtain the benefit of all warranties given by all manufacturers, subcontractors, suppliers and other relevant third parties in relation to the Supply;
- (h) the supply of any Supply and the use of that Supply, does not and will not:
- (i) contravene any Laws; and
- (ii) infringe the rights of a third party (including any Intellectual Property Rights);
- (i) it and its Personnel will supply the Supply in a good, proper and workmanlike manner and will exercise the standard of care, skill, judgment and diligence reasonably expected of a contractor experienced in the supply of the same or similar Supply; and
- (j) it will comply, and will ensure that its Personnel comply, with all Laws and standards relating to the supply of the Supply, including UWA's standards, policies, procedures and directions, and obtain all necessary consents and approvals to supply the Supply.
- 14.2 The Supplier must during the Warranty Period/s repair, replace or re-perform any Supply that does not comply with any of the applicable warranties at no cost to UWA.
- 15 Intellectual Property**
- 15.1 *Pre-Existing Material*
- (a) No change in ownership of the Intellectual Property Rights in any Pre-Existing Materials is effected by this Agreement.
- (b) The Supplier grants to UWA a world-wide, non-exclusive, royalty free, perpetual, irrevocable and transferable licence (including a right of sub-licence) to use and exploit the Intellectual Property Rights in the Supplier's Pre-Existing Materials to the extent required to exercise the Intellectual Property Rights in the Deliverables.
- (c) UWA grants to the Supplier a non-exclusive, non-transferable, royalty free licence for the Term to use UWA's Pre-Existing Materials only to the extent required to provide the Deliverables to UWA, without the right to grant a further sub-licence.
- (d) All patterns and drawings supplied by UWA will remain its property and must be returned in good order and condition on completion of the Agreement. The Supplier agrees to replace free of charge any patterns, drawings, material or anything (the property of UWA) which may be lost, damaged or destroyed whilst in custody of the Supplier. The Supplier shall maintain and use in strict confidence drawings, designs or technical information supplied by UWA.
- 15.2 *Deliverables*
- (a) The Supplier absolutely and unconditionally assigns, and must procure that Supplier's Personnel assign, to UWA all Intellectual Property Rights in any Deliverables immediately on creation, free of all Encumbrances and third party rights.
- (b) The Supplier must, at its own cost, do all things necessary to give effect to the assignment in clause 15.2(a), including executing any required documents or effecting any required registrations.
- (c) UWA grants to the Supplier a non-exclusive, non-transferable, royalty free licence for the Term to use the Deliverables only to the extent required to perform its obligations under this Agreement, without the right to grant a further sub-licence.
- (d) The Supplier may keep a copy of any Documents only for its internal record keeping purposes or in order to comply with any applicable professional obligations of the Supplier.
- 15.3 *Moral Rights*
- The Supplier must procure for UWA's benefit any Moral Rights Consent to enable UWA to make full use of the Deliverables as owner and give UWA evidence of this if asked to do so.
- 15.4 *Third party rights*
- If the Supply incorporates anything supplied by a third party, the Supplier must, at no additional cost to UWA:
- (a) procure from that third party a licence for the benefit of, and on acceptable terms to, UWA to enable it to make full use of the Supply;
- (b) and give UWA details of that licence.
- 16 Confidentiality**
- 16.1 Each party (**Recipient**) must keep confidential, and not disclose, any Confidential Information of the other party (**Discloser**) except:
- (a) as permitted under this Agreement;

- (b) with the prior written consent of the Discloser;
- (c) on a confidential, "needs to know" basis, to the Recipient's officers, agents, professional advisers, auditors, employees, contractors, sub-contractors and insurers; or
- (d) where the Recipient is compelled to do so by Law, provided that it gives the other party written notice prior to disclosure.
- 16.2 The Recipient must only use the Confidential Information of the Discloser for the purpose for which it was disclosed and in connection with this Agreement.
- 16.3 The Recipient must:
- (a) maintain effective security measures to protect all Confidential Information in the possession or control of the Recipient from unauthorised access, use, copying or disclosure;
- (b) notify the Discloser immediately in writing if the Recipient becomes aware of any anticipated, suspected or actual breach of this clause 16 by the Recipient and take all reasonable steps required to prevent or stop that breach, at the Recipient's expense; and
- (c) reasonably assist the Discloser in connection with any action or investigation by the Discloser regarding any anticipated, suspected or actual unauthorised disclosure or misuse of the Confidential Information by the Recipient.
- 16.4 If requested by UWA, the Supplier must procure its Personnel that are engaged in the performance of this Agreement to execute a confidentiality undertaking, agreement or deed in the form acceptable to UWA.
- 17 Privacy**
- 17.1 The Supplier:
- (a) must comply with the Australian Privacy Principles and all other Privacy Laws with respect to any act done or practice engaged in by the Supplier under or in connection with this Agreement in the same way and to the same extent as UWA would have been bound had the relevant act or practice been done or engaged in by UWA; and
- (b) (without limiting clause 17.1(a)) must (and must ensure that its Personnel) comply with:
- (i) the Australian Privacy Principles and all other applicable Privacy Laws; and
- (ii) UWA's privacy procedures or policies, as advised by UWA from time to time.
- 17.2 Without limiting its obligations under this clause 17, if the Supplier collects or has access to Personal Information (or Personal Data) in connection with the provision of the Supply, the Supplier:
- (a) must take all reasonable steps to ensure that the Personal Information (or Personal Data) is protected against misuse and loss, and from unauthorised access, modification or disclosure;
- (b) may only disclose the Personal Information (or Personal Data) to those of its Personnel who need to know that information for the purposes of providing the Supply (and only to that extent) and who have been made aware of, and undertaken in writing to comply with, the obligations set out in this clause 17; and
- (c) must not otherwise disclose (directly or indirectly) the Personal Information (or Personal Data) to any other person without UWA's prior written consent.
- 17.3 If the Supplier becomes aware that it or its Personnel (or any of their respective Personnel) is using or disclosing, or has used or disclosed, Personal Information (or Personal Data) in contravention of this clause 17 the Supplier must promptly give UWA notice of the full details of the contravention. UWA's knowledge of, or response to, any such notice, in whatever form that may take, does not affect any other rights of UWA under this Agreement.
- 18 Data Protection**
- 18.1 The Supplier must not (and must ensure that its Personnel do not):
- (a) use Data held by the Supplier, or to which the Supplier has access in connection with the Supply, other than for the purposes of fulfilling its obligations under this Agreement;
- (b) purport to commercially exploit Data; or
- (c) alter Data in any way, other than in performing the Supply as required under this Agreement.
- 18.2 The Supplier must not cause or have caused any pledge, lien, charge, mortgage, encumbrance of a third party or any other Security Interest to be placed on the Data or any database (whether electronic or otherwise) on which such Data is stored.
- 18.3 The Supplier must maintain appropriate operational and technological processes and procedures to prevent:
- (a) any misuse, destruction, loss or theft of;
- (b) any unauthorised or unlawful access to, or use, modification, disclosure or other handling of; and
- (c) any damage to, any Data in the possession, custody or control of the Supplier.
- 18.4 Without limiting the generality of clause 18.3, the Supplier must ensure that the operational and technological processes and procedures referred to in that clause:
- (a) are no less rigorous than those safeguards that meet generally accepted industry standards; and
- (b) comply with all applicable Laws regarding privacy and data protection.
- 18.5 The Supplier must ensure that the Data is stored in a consistent format (and in a manner) from which specific information can be:
- (a) located quickly and accurately;
- (b) erased, and also able to have data portability for that Data; and
- (c) provided to UWA in a form reasonably required by UWA that is compatible with UWA's system requirements and permits the records to be ordered for reports and analysed and stored.
- 18.6 Where requested by UWA, the Supplier must promptly provide UWA with:
- (a) access to the Data in the possession or control of the Supplier or its related bodies corporate or their respective Personnel; or
- (b) an electronic copy of part or all of the Data, in the file format(s) (and using the data structures) required by UWA.
- 18.7 In providing the Supply, the Supplier must not store or process any Data or other Personal Information (or Personal Data) collected by the Supplier in connection with the Supply in any country outside of Australia without UWA's prior written consent.
- 19 Data Incidents**
- 19.1 In the event of any loss or corruption of, or other damage to, any Data, the Supplier must (without prejudice to any other remedies that may be available to UWA under this Agreement or otherwise):
- (a) promptly notify UWA;
- (b) promptly after the incident causing the loss, corruption or other damage (Data Incident), restore or procure the restoration of that Data to the last available backup (or other copy) of that Data; and
- (c) promptly take all further available steps to restore or procure the restoration of the Data to its former state immediately prior to the Data Incident (or, if requested by UWA, have a third party nominated by UWA do so at the Supplier's cost).
- 19.2 The Supplier must take such steps as are necessary to ensure that it can comply with clause 19.1 in the event of a Data Incident.
- 19.3 To the extent that the Supplier is unable to restore any lost, corrupt or damaged Data in accordance with clause 19.1, UWA may recover from the Supplier any costs and expenses that UWA reasonably incurs in taking its own action (including engaging third parties) to restore that Data.
- 20 General Data Protection Regulation**
- 20.1 If and to the extent that the Supplier (for the purpose of clause 3, the "Data Processor") Processes any Personal Data on behalf of UWA under this Agreement (for the purpose of clause 3, the "Data Controller"), the Data Processor must:
- (a) comply with the obligations imposed on the Data Controller by the Processor Requirements;
- (b) maintain technical and organisational security measures to comply with the Security of Processing Requirements;
- (c) in Processing Personal Data:
- (i) does so only on documented instructions from the Data Controller; and
- (ii) does not transfer the Personal Data to a third country or an international organisation, unless the Data Controller so instructs, or the Data Controller is required to do so by law; and
- (iii) if the Data Processor is required by law to make such a transfer, the Data Processor must inform the Data Controller of that legal requirement before Processing, unless the law prohibits such information being given on important grounds of public interest;
- (iv) ensures that persons authorised to Process Personal Data are bound by contractual confidentiality obligations which reflect the requirements of these clauses and the need to keep the Personal Data secure and confidential;
- (v) allow representatives of the Data Controller to audit the Data Processor's compliance with the requirements of clause 20 on reasonable notice and/or, at the option of the Data Controller, on request to provide the Data Controller with evidence of its compliance with such requirements;
- (d) not engage another processor without prior specific or general written authorisation of the Data Controller, and where such consent is given the Data Processor:
- (i) must inform the Data Controller of any intended changes to a general written authorisation to add or replace processor, giving the Data Controller the opportunity to object to such changes;
- (ii) must impose the same data protection obligations as set out in this Agreement; and

<p>(iii) acknowledges that the Data Processor remains fully liable to the Data Controller for the performance of the other processor;</p> <p>(e) assist the Data Controller to comply with any obligations imposed on the Data Controller by the GDPR (including Chapter III – <i>Rights of the data subject</i>) in relation to any Personal Data Processed by the Data Processor including:</p> <p>(i) provide the Data Controller with reasonable assistance in complying with any subject access request served on the Data Controller under the GDPR;</p> <p>(ii) promptly informing the Data Controller about the receipt of any subject access request received by the Data Processor in relation to Personal Data Processed pursuant to this Agreement; and</p> <p>(iii) not disclose any Personal Data in response to a subject access request without first consulting with and obtaining the consent of the Data Controller;</p> <p>(f) assists the Data Controller with:</p> <p>(i) their joint obligation to ensure that appropriate technical and organisational security measures are in place;</p> <p>(ii) notifying any Personal Data breach to the supervisory authority and the data subject; and</p> <p>(iii) data protection impact assessments and consulting the supervisory authority where an assessment indicates the processing involves unmitigated high risk;</p> <p>(g) on expiry or termination of this Agreement, immediately cease Processing the Personal Data and, at Purchaser's option or direction, arrange for the prompt and safe return and/or destruction of all of the Personal Data with all copies in its possession or control and, where requested by UWA, certify that such destruction or return has taken place.</p>	<p>agreement, as appointed by the CEO of the ADC. If the parties do not agree to do so, either party may commence legal proceedings.</p>
<p>20.2 The parties have or will specify the subject matter and duration of the processing, the nature and purpose of the processing, and the type of personal data and categories of data subjects.</p>	<p>23.3 The parties must continue to perform their obligations under this Agreement while any Dispute is being resolved in accordance with this clause 23, except that where the Dispute relates to an invoice, UWA may withhold payment of the disputed portion of the invoice until the Dispute is resolved.</p>
<p>21 Data Notification Requirements</p>	<p>24 Force Majeure</p>
<p>21.1 The Supplier must promptly notify UWA of:</p> <p>(a) any request for the disclosure of any Data by or to any authority or organisation;</p> <p>(b) any accidental or unauthorised access to any Data, or any other disclosure of Data or Confidential Information, not authorised by this Agreement;</p> <p>(c) any loss or corruption of, or other damage to, any Data;</p> <p>(d) any breaches of its security and/or network, whether or not the breach involves any Data; and</p> <p>(e) any breach of clause or this clause 21,</p> <p>or if the Supplier or any of its Personnel has reason to believe that any of the events specified in clauses 21.1(b) to 21.1(e) have occurred.</p>	<p>24.1 Delay in or failure of performance by a party does not constitute a breach of this Agreement by that party if and to the extent that the delay or failure is caused by a Force Majeure, provided the party claiming Force Majeure:</p> <p>(a) gives notice to the other party within 7 days of the occurrence of the Force Majeure providing details of the Force Majeure and its anticipated likely duration and effect;</p> <p>(b) uses its best endeavours to overcome the effects of the Force Majeure as promptly as possible and gives written notice to the other party within 7 days of the cessation of the Force Majeure.</p>
<p>21.2 The Supplier:</p> <p>(a) acknowledges and agrees that UWA is solely responsible for determining whether a breach of clauses 17, 18, 19, 20 or 21 results in a real risk of serious harm to any of the individuals to whom the Personal Information (or Personal Data) relates (in the case of a loss of Data, on the assumption that unauthorised access to, or unauthorised disclosure of, the Personal Information or Personal Data were to occur);</p> <p>(b) must co-operate with UWA to assist it in making the determination referred to in clause 21.2(a); and</p> <p>(c) must not disclose to any third party (including any authority) the existence or circumstances surrounding any breach of clauses 17, 18, 19, 20 or 21 without the prior written approval of UWA (not to be unreasonably withheld).</p>	<p>24.2 If a delay caused by Force Majeure continues for more than 30 days, UWA may terminate this Agreement by giving 14 days written notice to the Supplier.</p>
<p>22 Data Remedies</p>	<p>25 Conflict of interest</p>
<p>22.1 Without limiting UWA's other remedies under this Agreement or at Law, to the extent permitted by Law, the Supplier must promptly reimburse UWA for any fines, charges, or other Claim imposed on UWA as a result of the Supplier's breach of clause 18, 19, 20 or 21.</p>	<p>25.1 The Supplier must declare any conflict of interest prior to providing any Supply to UWA or, where Supply is already being provided or performed, as soon as such a conflict comes to the attention of the Supplier.</p>
<p>23 Dispute Resolution</p>	<p>26 Anti-bribery and Corruption</p>
<p>23.1 Neither party will commence court proceedings or action against the other party under or in connection with this Agreement (Dispute) (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute in accordance with this clause 23.</p>	<p>26.1 The Supplier must comply with all relevant UWA policies including but not limited to <i>Code of Ethics and Conduct</i>, <i>Fraud and Corruption</i> and <i>Conflict of Interest</i> which are available at UWA Policy Website.</p>
<p>23.2 The parties will attempt to resolve any Dispute as follows:</p> <p>(a) either party may notify the other party in writing of the occurrence of a Dispute and the parties must meet within 5 Business Days or such other time as agreed to discuss and attempt to resolve the Dispute;</p> <p>(b) failing resolution of the Dispute within 10 Business Days after the first meeting between the parties in accordance with clause 23.2(a) parties may agree to refer the Dispute for mediation to be conducted in accordance with the Australian Disputes Centre (ADC) Mediation Guidelines and with a mediator as agreed by the parties or, failing</p>	<p>26.2 The Supplier must:</p> <p>(a) at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to <i>Criminal Code Act 1995</i> (Cth), <i>Foreign Corrupt Practices Act 1977</i> (United States) and the <i>Bribery Act 2010</i> (United Kingdom);</p> <p>(b) not give or offer or promise to give, receive or agree to accept any payment, gift or other benefit or advantage which violates this clause 26;</p> <p>(c) have and maintain during the term of this Agreement its own policies and procedures to comply with this clause 26, including adequate procedures to ensure compliance and enforce them where appropriate;</p> <p>(d) not prepare, approve or execute any contract or document or make any record in connection with this Agreement that the Supplier knows, or ought reasonably know, is false, inaccurate or misleading;</p> <p>(e) promptly notify UWA of any breach of this clause, or any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement which will or may be in breach of this clause 26; and</p> <p>(f) procure, and be responsible for the observance and performance of this clause 26 by all persons performing services or providing goods in connection with this Agreement on behalf of the Supplier or under its supervision or control.</p>
<p>The University of Western Australia Goods and Services PO Terms and Conditions – September 2020</p>	<p>27 Modern Slavery</p> <p>27.1 In performing its obligations under this Agreement, the Supplier shall and shall ensure all of its agents, contractors and subcontractors work to comply with the requirements of the Modern Slavery Act and take reasonable steps to ensure that there is no Modern Slavery in its supply chains.</p> <p>27.2 The Supplier represents and warrants that:</p> <p>(a) it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act and investigates the risk of Modern Slavery within its business operations and in its supply chains;</p> <p>(b) it assesses and addresses risks regarding Modern Slavery including implementing appropriate due diligence and remediation programs and will notify UWA as soon as possible of any actual or suspected instances of Modern Slavery in its business operations or supply chains and the actions undertaken by the Supplier to remedy such instances; and</p> <p>(c) it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 27.1 and 27.2.</p> <p>27.3 The Supplier shall if it is a "reporting entity" under the Modern Slavery Act deliver to UWA no later than 1 calendar month from its delivery, a copy of the published annual statement prepared in accordance with section 16(1) of the Modern Slavery Act.</p> <p>27.4 The Supplier shall if it is not a "reporting entity" under the Modern Slavery Act deliver to UWA no later than 1 calendar month from 31 December, an annual statement outlining all necessary and reasonable steps it has taken to reduce the risk of Modern Slavery within its supply chains or in any part of its business.</p>

- 27.5 The Supplier shall upon request provide evidence to UWA's satisfaction which validates its compliance with this clause and upon request will permit UWA's nominated representative to undertake verification activities to validate the Supplier's compliance with this clause, including access to the Supplier's premises and records as required.
- 27.6 The Supplier will include a clause similar to this clause in all contracts it enters into with its suppliers.
- 27.7 The Supplier shall notify UWA as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain which has a connection to this Agreement.
- 27.8 In the event that the Supplier does not remedy or provide an acceptable plan to remedy any identified instances of Modern Slavery within a reasonable timeframe specified by UWA, UWA reserves the right to terminate this Agreement.

28 Audit and Records

- 28.1 The Supplier must permit UWA and its auditors access, on reasonable notice and during business hours on Business Days, to all records, books, staff, premises and other facilities of the Supplier and its subcontractors in connection with any audit of the Supplier's performance of this Agreement, including for the purpose of verifying any Fees and other amounts paid or payable under this Agreement.
- 28.2 UWA will bear the costs of any audit under clause 28.1 unless the audit reveals that the Supplier has overcharged UWA by 5% or more in relation to any particular Deliverables, in which case the Supplier will reimburse UWA its reasonable costs and expenses of the audit and must promptly reimburse UWA for the amount of any overcharges.
- 28.3 If an audit reveals that the Supplier is not complying with its obligations under this Agreement, then the Supplier must take, and must ensure that any relevant Supplier subcontractor takes, such actions as are necessary promptly to remedy the non-compliance.
- 28.4 The Supplier must comply, and ensure that any relevant Supplier subcontractor complies, with any reasonable directions or instructions from UWA as to the manner (including timing) in which such non-compliance referred to in clause 28.3 must be remedied.
- 28.5 The Supplier must retain, and ensure each of its subcontractors retain, all financial and operational records relevant to this Agreement in an auditable and accessible format and otherwise as required by Law during the Term and for a period of at least 7 years after this Agreement has been terminated or expired.

29 Termination

- 29.1 UWA may terminate this Agreement immediately upon written notice to the Supplier, if:
- (a) the Supplier breaches any obligation under this Agreement which is capable of remedy, and does not remedy that breach within 30 days of receipt of a notice from UWA specifying the breach and requiring it to be remedied;
 - (b) the Supplier commits a breach of this Agreement which is incapable of remedy;
 - (c) the Supplier does anything that materially damages or is likely to materially damage the brand or reputation of UWA;
 - (d) the Supplier or any of its Personnel commit any act of fraud or dishonesty (or breach of clause 26) in relation to this Agreement; or
 - (e) an Insolvency Event occurs in relation to the Supplier.
- 29.2 UWA may at any time on at least 30 days' written notice to the Supplier terminate this Agreement without cause, in which case UWA's sole liability will be to pay the Supplier for all Supply provided or performed up to the effective date of termination.
- 29.3 The Supplier may terminate this Agreement immediately upon written notice to UWA if:
- (a) UWA commits a material breach of an obligation of this Agreement and does not remedy that breach within 30 days of receipt of a notice from the Supplier specifying the breach and requiring the breach to be remedied; or
 - (b) an Insolvency Event occurs in relation to UWA.

30 Consequences of Termination

- 30.1 As soon as practicable after expiry or termination of this Agreement, the Supplier must:
- (a) provide to UWA a copy of all Deliverables produced under this Agreement;
 - (b) return to UWA all equipment, records, documents and materials provided by UWA to the Supplier for the purposes of this Agreement, including any security passes and keys;
 - (c) return to UWA all copies of all Confidential Information and Personal Information (or Personal Data) of UWA in its possession or control; and
 - (d) provide such services or information as UWA reasonably requests to achieve an orderly, uninterrupted transition of the supply of the relevant Supply to UWA or a new supplier of similar Supply appointed by UWA.
- 30.2 Clauses 15, 16, 17, 18, 19, 21, 22, 23, 25, 28, 30, 31, 32, 33.2, 33.3, 37.2, 38 and 39 continue after termination or expiry of this Agreement.

31 Indemnities

31.1 Supplier indemnities

The Supplier indemnifies UWA and its Personnel from and against any Claim which any of them pays, suffers, incurs or is liable for arising out of or in connection with this Agreement:

- (a) any breach of this Agreement by the Supplier;
- (b) the death or personal injury of any person;
- (c) loss of, or damage to, any property;
- (d) any breach of Law;
- (e) any infringement, or alleged infringement, of a third party's rights (including Intellectual Property Rights and Moral Rights); and
- (f) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation,

to the extent caused or contributed to by any act or omission of the Supplier or its Personnel.

31.2 Third Party Intellectual Property Claims

If either party is notified or becomes aware of any claim that the supply of the Deliverables infringes Intellectual Property Rights or Moral Rights of another person, the Supplier must, as appropriate (and after consultation with UWA) and at its cost:

- (a) modify or replace any part of the Deliverables to avoid any continuing infringement in a manner acceptable to UWA and ensuring that the modified or replaced Deliverables complies with the requirements of this Agreement; or
- (b) procure for UWA the right to continue to use or possess the part of the infringing Deliverables.

32 Liability

- 32.1 Neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party arising out of or in connection with this Agreement, whether arising under contract, in tort (including negligence) or otherwise.
- 32.2 Clause 32.1 does not apply to the Supplier's liability under the indemnities in clauses 31.1(b) to 31.1(f).
- 32.3 To the maximum extent permitted by Law, UWA's maximum aggregate liability to the Supplier (whether under contract, tort, statute or in equity) arising out of or in connection with this Agreement is limited to the total amount of the Fees paid and payable under this Agreement.

33 Insurance

- 33.1 The Supplier must effect and maintain in a form appropriate to the Supplier's activities and with an APRA approved insurer the Required Insurance.
- 33.2 The Supplier must provide, on UWA's request, certificates of currency and such other evidence satisfactory to UWA of insurance coverage specified in this clause 33.
- 33.3 The Supplier must:
- (a) effect the workers' compensation and public liability insurance before commencing the supply of any Supply and maintain them for so long as any obligations remain in connection with this Agreement; and
 - (b) effect the professional indemnity insurance before commencing the supply of any Supply and maintain it for not less than 7 years after this Agreement is terminated or expired.

34 Personal Property Securities Act

- 34.1 UWA may register any Security Interest granted under this Agreement in any manner it chooses. The Supplier must provide UWA with any information it requires for the purposes of effecting this registration.
- 34.2 The Supplier waives its right (section 157(3) of the PPSA) to receive any notice from UWA in connection with the registration of a Security Interest arising under this Agreement.
- 34.3 The Supplier will take such steps as reasonably requested by UWA to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to UWA under this Agreement.
- 34.4 If the Supplier believes that a Security Interest arises under this Agreement, it must notify UWA at least 10 days before the Supplier takes steps to register a Security Interest on the PPS Register.
- 34.5 Within 10 days of the expiry or termination of this Agreement, the Supplier must (at its cost), remove from the PPS Register each Security Interest it has registered in relation to this Agreement, and must provide UWA with verification of the removal of the Security Interest in compliance with section 157 of the PPSA.

35 Key Personnel

- 35.1 Subject to clause 35.2, the Supplier must engage the Key Personnel to provide the Services.
- 35.2 The Supplier must not remove or replace any Key Personnel without UWA's prior written consent, except as a consequence of resignation, death, illness or incapacity of the relevant Key Personnel.
- 35.3 UWA may, while acting in good faith and reasonably, at its discretion and without giving a reason, direct the Supplier to remove its Personnel (including Key Personnel) from providing the Services. The Supplier must

	<ul style="list-style-type: none"> (ii) holds all approvals, permits and consents required by all relevant authorities necessary to lawfully carry out the Minor Works; and (iii) will ensure that on Practical Completion the Minor Works will be fit for their intended use as stated in or necessarily inferred from the Agreement.
<p>35.4 Where the Key Personnel are removed or replaced as a requirement of either party, the Supplier:</p> <ul style="list-style-type: none"> (a) must not charge UWA for any costs involved, including travel expenses such as flight costs, in providing the replacement Personnel or removing the unsatisfactory Personnel; (b) must repay UWA the full cost incurred by UWA in any training undertaken by the removed Key Personnel; and (c) must ensure the removed Key Personnel conduct a handover to the replacement Personnel and the Supplier must not charge UWA for the time cost of the removed personnel for the duration of such handover. 	<p>40.4 <i>Notice of Commencement</i> Unless otherwise specified, the Supplier must give notice to UWA 5 Business Days prior to commencing the Minor Works.</p> <p>40.5 <i>Protection of People and Property</i></p> <ul style="list-style-type: none"> (a) The Supplier must comply with all applicable Occupational Safety and Health Legislation and UWA's occupational safety and health policies which can be accessed at www.safety.uwa.edu.au/contractors. (b) The Supplier must take all necessary measures to protect people and property, and to avoid unnecessary interference with the passage of people and vehicles, prevent nuisance, unreasonable noise and disturbance and minimise any noise.
<p>36 Relationship</p>	
<p>36.1 The relationship between UWA and the Supplier is that of principal and independent contractor, and nothing in this Agreement will be taken as constituting the Supplier as an employee, partner or agent of UWA.</p>	<p>40.6 <i>Access to Site</i></p>
<p>36.2 The Supplier acknowledges and agrees that UWA has no responsibility to the Supplier in relation to:</p> <ul style="list-style-type: none"> (a) payments of salary, holiday pay, sick pay, severance pay, long service leave or any other obligation which an employer has in respect of its, his or her employees; (b) payments in relation to any taxes or any other payments imposed on an employer in respect of employees under the laws of Australia and Western Australia; and (c) providing superannuation, sickness benefits and WorkCover. 	<ul style="list-style-type: none"> (a) UWA will provide the Supplier with reasonable access to the Site and any other facilities or services reasonably necessary to enable the Supplier to perform the Minor Works. (b) UWA and its Personnel may at any time after reasonable notice to the Supplier have access to any part of the Site or any other place where the Minor Works are being carried out by the Supplier, including for inspection. (c) The Supplier must comply with any UWA security requirements or instructions about access to and use or operation of the Site. (d) The Supplier must notify UWA promptly if it becomes aware of any actual or potential security breach in relation to the Site.
<p>36.3 If the Supplier becomes aware of anything which may cause the Supplier or any of its personnel to be considered to be an employee of UWA, the Supplier must immediately inform UWA in writing. The Supplier will indemnify and keep indemnified UWA against any claims, losses and damages which may be made against or incurred by UWA in relation to the Supplier's failure to inform UWA under this clause.</p>	<p>40.7 <i>Care of the Site and Reinstatement of Damage</i></p> <ul style="list-style-type: none"> (a) From the time the Supplier is given access to the Site until the Supplier vacates the Site following completion of the Minor Works, the Supplier is responsible for the care of the Site and all equipment and materials on the Site. (b) The Supplier must at the Supplier's own cost promptly make good any damage to any equipment, items, fences, roads, footpaths or other surfaces on or adjacent to the Site which occurred as a result of the Supplier providing the Minor Works, except to the extent such damage is caused by UWA. (c) The Supplier must keep the Site clean and tidy and regularly remove rubbish and surplus materials arising from the Supplier providing the Minor Works at the Site. On completion of the Minor Works, the Supplier must clear away and remove from the Site all constructional plant, surplus materials, rubbish and temporary works of every kind.
<p>36.4 Nothing in this Agreement prevents the Supplier being involved with or providing services to other businesses or entities other than UWA.</p>	
<p>37 Subcontracting</p>	
<p>37.1 The Supplier may, with the prior written approval of UWA, sub-contract all or part of the performance of this Agreement.</p>	
<p>37.2 The Supplier will not, as a result of any subcontracting arrangement, be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of any subcontractor as though they were the actions of the Supplier itself.</p>	
<p>38 Good Faith</p>	
<p>38.1 In performance of their obligations under this Agreement, the parties agree to act in utmost good faith towards each other, and will enter into and execute all documents and deeds and do all acts and things as may be reasonably required by the other party to enter into, execute and do to give full effect to the terms and intent of this Agreement.</p>	<p>40.8 <i>Practical Completion</i></p> <ul style="list-style-type: none"> (a) If UWA is satisfied that the Supplier has satisfactorily completed the Minor Works (and that the Minor Works comply with the Specifications), then UWA will promptly provide the Supplier written confirmation ("Practical Completion"). (b) The Defects Liability Period commences on the date of Practical Completion. (c) For the purposes of this clause, "defect" means any failure of the Minor Works to meet the Specifications, or be fit for its intended purpose, and "rectify" means to repair, replace or re-perform the defective part of the Minor Works so that it meets the Specifications and is fit for its intended purpose. (d) The Supplier must promptly rectify all defects and omissions notified by UWA to the Supplier during the Defects Liability Period. If the Supplier fails to do so, UWA may: <ul style="list-style-type: none"> (i) rectify the defect, and the cost will be a debt due to UWA; (ii) claim from the Supplier as a debt the cost of rectifying the defect; or (iii) claim from the Supplier as a debt an amount that reflects the diminution in value or usefulness of the Minor Works as a result of the defect.
<p>39 Publicity and Publication</p>	
<p>39.1 The Supplier must not use UWA's name or logo as a consequence of or in connection with this Agreement without the prior written permission of UWA.</p>	
<p>39.2 Publication by the Supplier of any articles, presentations and scholarly works in relation to the Services requires UWA's prior written consent, such consent not to be unreasonably withheld.</p>	
<p>40 Additional Terms for Minor Works</p>	
<p>40.1 This clause applies when the Services includes Minor Works.</p>	
<p>40.2 <i>Whole Responsibility</i></p>	
<ul style="list-style-type: none"> (a) Unless otherwise specified, the Supplier will be responsible for all things, including items not expressly mentioned in the Agreement, necessary for the satisfactory completion and performance of the Minor Works under the Agreement. (b) The Supplier is responsible for the timely progression, evaluation and monitoring of the progress of the Minor Works. (c) The Supplier must comply with the requirements of legislation and public or other authorities affecting the Minor Works, and unless otherwise specified pay all fees, give all notices and obtain all necessary consents. 	<p>40.9 <i>Works Insurance</i> The Supplier must prior to commencing the Minor Works, effect and maintain in a form appropriate to the Supplier's activities and with an APRA approved insurer Contract Works insurance (in joint names with UWA) for the amount of the Fees plus 20%.</p>
<p>40.3 <i>Warranties</i></p>	<p>41 General</p>
<ul style="list-style-type: none"> (a) The Supplier acknowledges that UWA is relying on the Supplier's advice, skill and judgement in the execution of the Minor Works under this Agreement. (b) The Supplier represents and warrants to UWA that the Supplier: <ul style="list-style-type: none"> (i) will carry out and complete the Minor Works under the Agreement diligently, expeditiously and without delay, and using efficient practices and methods without causing any environmental harm or health hazards; 	<p>41.1 <i>Notices</i> Any notice, approval, consent or other communication under this Agreement must be in writing and delivered personally or given by prepaid registered post or by electronic mail to the other party's representative (as specified in the Purchase Order) or as notified to it by the other party from time to time.</p> <p>41.2 <i>No Exclusivity</i> This Agreement is not evidence of, nor does it create, an exclusive relationship between UWA and the Supplier in respect of the Supply (or any aspect of it).</p>

- 41.3 **Assignment**
- (a) The Supplier must not assign or novate any of its rights or obligations under this Agreement without UWA's prior written consent.
 - (b) To avoid doubt, a Change in Control of the Supplier without UWA's prior written consent will amount to an assignment of the Supplier's rights in breach of this clause 41.3.
 - (c) UWA may, on reasonable notice to the Supplier, assign or novate this Agreement to another party without the approval of the Supplier.

41.4 **Set-off**

UWA may by notice in writing to the Supplier reduce any Fees or other charges or costs payable to the Supplier under this Agreement by any fee, credit, rebate or other amount which is payable to UWA under or in connection with this Agreement.

41.5 **Further assurance**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under this Agreement.

41.6 **Severance**

Should any part of the Agreement be held in law to be invalid, that part shall be severed from the Agreement and the remainder of the Agreement shall have full force and effect.

41.7 **Waiver**

No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it.

41.8 **Governing law**

This Agreement is governed by the laws of Western Australia and each party submits to the exclusive jurisdiction of the courts of Western Australia.

41.9 **Counterparts**

- (a) This Agreement may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this Agreement by executing a counterpart and this Agreement shall not take effect until it has been executed by all parties.
- (b) Without limiting any other valid method of execution, the parties will be entitled to execute this Agreement using an electronic signature or electronic record. This Agreement may not be denied legal effect, validity, or enforceability solely because it is in electronic form.
- (c) Delivery of an executed signature page of a counterpart by facsimile transmission or in Portable Document Format (PDF) (or similar media) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement.

42 **Definitions and Interpretation**

42.1 In this Agreement:

Agreement is defined in clause 1.1.

Acceptance means when the Goods are accepted under clause 7.

Acceptance Criteria means those standards or requirements that a Goods must meet in order to function properly as prescribed by the Specification or, if the Specification does not stipulate any Acceptance Criteria, the manufacturer's operating instructions for that Goods.

Acceptance Test means a test performed to determine that a Good is functioning properly according to the Acceptance Criteria.

Australian Privacy Principles means the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth).

APRA means the Australian Prudential Regulation Authority.

Business Day means a day which is not a Saturday, Sunday or public holiday in Perth, Western Australia.

Business Unit means a part or an affiliate of UWA that acts as a self-contained unit.

Change in Control means a change in more than 50% of the shareholding or underlying control or the composition of the board of directors of a person.

Claim means a claim, action, demand, damage, loss, liability, cost, charge, expense (including legal costs on a full indemnity basis), outgoing, fine or payment.

Confidential Information in relation to a party means information of a confidential nature including information about its business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or suppliers, but does not include any information which is in the public domain other than through a breach of confidence.

Consequential Loss means any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity.

Data means:

- (a) all content, data, information and other materials provided to, or generated by or on behalf of, the Supplier relating to UWA for the purposes of providing the Deliverables (including Personal Information or Personal Data) (**Raw Data**); and

- (b) all content, data, information and other materials in any format whatever generated, stored, processed, retrieved, printed or produced by or on behalf of the Supplier utilising the Raw Data, and includes:
- (c) data created by the operation of any computer language or software, regardless of where such software is operated, executed or resident; and
- (d) information (including reports) produced by, or outputs from, Supplier systems or tools.

Defects Liability Period/s means 12 months from the date of practical completion under clause 40.8(a) or the warranty period under the standard warranty terms for that Good or Service, whichever is longer.

Deliverable means any materials, documents, information and items developed by or on behalf of the Supplier or its Personnel in the course of or in connection with the supply of the Goods and Services in any form whatsoever (including electronic form) and includes all inventions, models, prototypes, drawings, plans, artwork, designs, logos, reports, advices, proposals and records.

Document means any documents supplied as part of the Supply in any format, including any reports, guides, specifications or drawings.

Delivery Date means the date(s) and time for delivery specified in the Purchase Order or as otherwise advised by UWA from time to time.

Encumbrance means any interest in or right over property and anything which would at any time prevent, restrict or delay the registration of any interest in or dealing with property including a Security Interest.

Fees mean the amounts specified in the Purchase Order.

Force Majeure means an unforeseeable event or circumstance beyond the reasonable control of a party including:

- (a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (b) strikes or other industrial action, other than strikes or other industrial action of some or all of the Supplier's Personnel; and
- (c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic,

but excludes any act or omission of a subcontractor (except where that act or omission was caused by a Force Majeure).

GDPR means the *General Data Protection Regulation EU 2016/679*.

Goods means the goods specified in the Purchase Order.

GST and GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.

Intellectual Property Rights means all intellectual property rights including patents, copyright, trademarks, rights in circuit layouts, plant breeder's rights, registered designs, trade, business, company and domain names and the right to have confidential information kept confidential and any application or right to apply for the registration of any of those rights.

Key Personnel means the persons specified in the Purchase Order or as otherwise notified in writing by UWA to the Supplier from time to time.

Law means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time, whether State, federal or otherwise, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.

Milestone means a deadline or timeline for the completion of the supply.

Minor Works means Services which replace, refurbish, improve building assets, associated plant and equipment, grounds or infrastructure.

Modern Slavery has the meaning given in section 4 of the *Modern Slavery Act*.

Modern Slavery Act means the *Modern Slavery Act 2018* (Cth).

Moral Rights means the moral rights granted under the *Copyright Act 1968* (Cth), including the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, and any similar rights existing under foreign laws.

Moral Rights Consent means a waiver of Moral Rights to the extent permitted by law and an unconditional consent to any act or omission in relation to the Deliverables (if any) by or on behalf of the Supplier, or any licensee or subsequent owner of copyright in the Deliverables (if any).

Occupational Safety and Health Legislation includes *Occupational Safety and Health Act 1984*, the *Occupational Safety and Health Regulations 1996*, relevant Australian Standards, Codes of Practice and Guidance Notes published by WorkSafe Western Australia and all other relevant laws.

Personnel means a party's officers, employees, agents, consultants, contractors and subcontractors.

Personal Data has the meaning given to that term in the GDPR.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

PPSA means the *Personal Property Securities Act 2009* (Cth) and all regulations and subordinate legislation pursuant to it.

PPS Register means the Personal Properties Securities Register established under the PPSA.

Pre-Existing Material means all items, prototypes, documents, software, information and data (stored by any means) developed by or on behalf of the Supplier or UWA independently of this Agreement.

Privacy Laws means all Laws relating to data security and the protection of Personal Information and Personal Data in force from time to time, including the *Privacy Act 1988* (Cth) and where applicable GDPR.

Processing has the meaning given to that term in the GDPR and "Process" and "Processed" shall be construed accordingly.

Processor Requirements means the requirements in Article 28 of the GDPR.

Purchase Order means a purchase order issued by UWA.

Required Insurances means:

- (a) public and product liability insurance of \$20,000,000 in respect of any one occurrence and unlimited as to the number of occurrences;
- (b) professional indemnity insurance of \$10,000,000 in respect of any one claim;
- (c) workers' compensation insurance as required by Law, including cover for common law liability for an amount not less than \$50,000,000 for any one event and an extension to indemnify UWA as principal for claims and liability under section 175(2) of the *Worker's Compensation and Injury Management Act 1981* (WA); and
- (d) any other insurance as notified in writing by UWA.

Security Interest has the meaning given in the PPSA.

Security of Processing Requirements means the requirements in Article 32 of the GDPR.

Services means the services specified in the Purchase Order.

Site means the site specified in the Purchase Order.

Service Levels means the service levels specified in the Purchase Order or as otherwise notified in writing by UWA to the Supplier.

Specification means the description (including any technical requirements including drawings, plans or Milestones) of the Supply which includes a specification referred to in the Purchase Order or as otherwise notified in writing by UWA to the Supplier.

Supply means any Good, Service or Deliverable provided or performed by the Supplier under this Agreement.

Supplier means the party specified in the Purchase Order who is responsible for supplying the Supply.

Supplier Representative means the representative of the Supplier identified in the Purchase Order or as otherwise notified in writing by the Supplier to UWA.

Term means the period specified in clause 2.

Training means any training specified in the Purchase Order or as otherwise notified in writing to the Supplier as required by UWA and which is included in the Fees.

UWA means The University of Western Australia ABN 37 882 817 280 of 35 Stirling Highway, Crawley WA 6009.

UWA Policy Website means www.governance.uwa.edu.au/procedures/policies/title.

UWA Representative means the representative of UWA identified in the Purchase Order or as otherwise notified in writing by UWA to the Supplier.

Warranty Period/s means 12 months from the completed performance of the Supply or the warranty period under the standard warranty terms for that Good or Service, whichever is longer.

42.2 In this Agreement, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) "includes" means without limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a party includes its successors and permitted assigns;
 - (iii) a document includes all amendments or supplements to that document;
 - (iv) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, this Agreement;
 - (v) this Agreement includes all schedules and attachments to it;
 - (vi) an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (vii) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.