

## Contractor Agreement

Contract No. [insert]

Our Watch Limited ABN 60 164 123 844 (Our Watch)

[Insert name of Contractor] [insert ACN/ABN number, if any]  
(Contractor)

## Signing

Signed as an agreement

### Our Watch

Signed for and on behalf of	Our Watch Limited
On [Date]	
Signature	
Full name of signatory	
Position of signatory	

Signature of witness (if applicable)	
Position of witness (if applicable)	
Full name of witness	

### The Contractor (company or individual)

Signed for and on behalf of [insert name of the Contractor]	
On [Date]	
Signature	
Full name of signatory	
Position of signatory	

Signature of witness (if applicable)	
Position of witness (if applicable)	
Full name of witness	

## Part 1 Special Conditions

The following Special Conditions apply to this document. *[Include in this Part any new clauses or amendments to the General Terms and Conditions agreed between the parties]*

## Part 2 General Terms and Conditions

### 1. Definitions and interpretation

#### 1.1 Definitions

In this document defined terms have the following meaning:

**Australian Privacy Principle** has the same meaning as in the Privacy Act.

**Background IP** means any Intellectual Property Rights of a party (or licensed to that party by a third party) which:

- (a) are in existence at the date of this document; or
- (b) come into existence after the date of this document not in connection with the provision of the Works.

**Business Day** means a day, not being a Saturday, Sunday or public holiday, on which banks are open for general business in Victoria, Australia.

**Child** means an individual(s) under the age of 18 years and Children has a similar meaning.

**Child-Related Personnel** means Employees and volunteers of the Contractor involved with the Work who as part of that involvement may interact with Children.

**Commencement Date** has the meaning given to it in Part 3.

**Confidential Information** means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Criminal or Court Record** means any record of any Other Offence.

**Defect** or **Defective** means any fault, failure, deficiency or error in respect of any part of the Works which results in the Works not complying with the Scope of Work, Service Levels or the terms of this document.

**Employees** means officers, employees, agents, contractors, sub-contractors and representatives.

**End Date** means the date specified at item 4 of Part 3.

**Fees** means the rates included in Part 4.

**Force Majeure** means any event or circumstance not within the control of the party, and which, by exercise of reasonable diligence, that party was and is not reasonably able to prevent or overcome, including:

- (a) an act of God;
- (b) an act of an enemy or terrorist, including war, blockade or insurrection; or
- (c) a riot or civil disturbance.

**Funding Arrangement** means an arrangement between Our Watch and the Principal to provide funding to Our Watch for the provision of the Our Watch Services.

**Government Authority** means a Federal or State government, department, agency or state owned entity.

**Insolvency Event** means a party

- (a) is insolvent within the meaning of section 95A of the Corporations Act; and
- (b) has a liquidator appointed in respect of the person;

but does not include:

- (a) the party, if it is a disclosing entity, has publicly announced that it will be making an application under section 411 for the purpose of avoiding being wound up in insolvency;
- (b) the party is the subject of an application under section 411; or
- (c) the party is the subject of a compromise or arrangement approved under this Part 5.1 of the Corporations Act as a result of an application under section 411.

**Intellectual Property or Intellectual Property Rights** means all intellectual property and other proprietary rights, including all trademarks, service marks, trade names, trade dress, logos, copyrights, patents and patent applications, rights in inventions and all trade secrets, know-how, specifications, ingredients, characteristics, drawings, formulae, recipes, processes, and all other confidential and proprietary information.

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

**Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

**Moral Rights** has the meaning given to it under the *Copyright Act 1968* (Cth) and also includes any personal right protecting an author's intellectual and personal relations to a work.

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, as published by the Australian Government (available at:

<https://chilsafety.pmc.gov.au/what-we-do/national-principles-child-safe-organisations>).

**Other Offence** means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c).

**Our Watch Services** means the provision of advocacy services to drive nationwide change in the culture, behaviours and power imbalances that lead to violence against women and their children.

**Police Check** means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Contractor knows the person has resided in.

**Principal** means the counterparty to the Funding Arrangement, as detailed in Part 3.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Related Body Corporate** has the meaning given to it in the Corporations Act.

**Relevant Legislation** means Legislation in force in any jurisdiction where any part of the Work may be carried out.

**Representative** of a party includes an employee, Employee, agent, officer, director, auditor, advisor, partner or consultant of that party.

**Scope of Work** refers to the scope of work to be provided by the Contractor, as detailed in Part 4.

**Serious Offence** means:

- (a) a crime or offence involving the death of a person;
- (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child), child pornography, or an indecent act involving a child;
- (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services;

(d) an attempt to commit a crime or offence described in (a) to (c).

**Serious Record** means a conviction or any finding of guilt regarding a Serious Offence.

**Service Levels** means the agreed service levels against which the Contractor must provide the Works, if any, as detailed in Part 4.

**Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

**Work or Works** means the provision of services and any deliverables by the Contractor in accordance with this document and the Scope of Work.

**Working With Children Check or WWCC** means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

## 1.2 Interpretation

In the interpretation and application of this document, unless the context otherwise requires:

- (a) a reference to any party to this document or to any other document or arrangement, includes that party's legal personal representatives, substitutes (including, without limitation, any person taking by novation), successors and permitted assigns; and
- (b) an agreement, undertaking, representation or warranty by or in favour of two or more persons, binds or is for the benefit of all of them jointly and each of them individually.

## 2. Precedence of parts

To the extent of any contradiction or ambiguity between the General Terms and Conditions and the Special Conditions, the Special Conditions will take precedence over the General Terms and Conditions.

## 3. Term

This document commences on the Commencement Date and continues until the End Date unless otherwise renewed or terminated in accordance with this document.

## 4. Relationship between the Parties

The Contractor:

- (a) is an independent contractor;
- (b) is not an agent or employee of Our Watch; and
- (c) has no authority to bind Our Watch or act on its behalf unless otherwise agreed.

## 5. Subcontracting

### 5.1 Consent

- (a) The Contractor may not subcontract or otherwise arrange for all or any part of its obligations under this Agreement to be performed by any other person without the prior written consent of Our Watch which may be withdrawn by Our Watch at any time and without liability. The Contractor acknowledges that Our Watch may require approval of the Principal to give consent under this clause 5.1.
- (b) For the avoidance of doubt, if the Contractor wishes to subcontract any of its obligations under this Agreement to its Related Body Corporate or Representative, the requirements of this clause 5 will apply.
- (c) If Our Watch approves any subcontractor pursuant to paragraphs (a) or (b) above, the Contractor must ensure that its subcontractor does not further subcontract the performance of the Works. For the avoidance of doubt, this means that the Contractor must subcontract the Works at no more than one (1) level and is also subject to the requirement under clause **Error! Reference source not found.** (Standard of Works) of this Agreement.

### 5.2 Compliance of sub-contractor

The Contractor will ensure that any sub-contractor complies with the terms of this Agreement.

## 6. Funding Arrangement

### 6.1 Contractor Acknowledgement

- (a) If this document is subject to a Funding Arrangement, the Contractor acknowledges and agrees it will observe, perform and comply with all the provisions of the Funding Arrangement so far as they relate and apply to the Works.
- (b) The Contractor may request Our Watch provide it with a copy of the relevant terms of the Funding Arrangement, and, if provided, the Contractor must keep this information confidential.
- (c) The Contractor agrees not to make any public announcement, including by social media, in connection with the Funding Agreement without Our Watch's prior written approval.
- (d) The Contractor agrees to acknowledge Our Watch in all Material, publications and promotional and advertising materials published in connection with this Agreement.

Our Watch may notify the Contractor of the form of acknowledgement that the Contractor is to use.

## **6.2 Government Authority funding**

If stated in Part 3, this document is subject to the Funding Arrangement with a Government Authority and the parties must comply with the obligations included in Part 5.

# **7. Provision of the Works**

## **7.1 Provision of the Works**

The Contractor during the Term will:

- (a) provide the Works:
  - (i) in accordance with the terms of the relevant Statement of Work for those Works, including the Service Levels;
  - (ii) in accordance with the terms of this Agreement, the Funding Arrangement and any lawful and reasonable directions of Our Watch (provided they are not inconsistent with this Agreement); and
- (b) at its own expense, provide all of the facilities, personnel, equipment, software, services, insurances and other resources necessary for the Contractor to provide the Works.

## **7.2 Suspension of Works**

Our Watch may direct the Contractor by written notice to suspend the provision of the Works, and the Contractor will immediately suspend provision of the Works.

## **7.3 Vulnerable Person**

Before any person commences performing any Work that involves working or contact with a Vulnerable Person, the Contractor must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, and the Contractor must ensure that Police Checks and any

licences or permits obtained in accordance with this clause 7.3 remain current for the duration of their involvement in the Work.

## **7.4 Risk assessment**

- (a) The Contractor must ensure that a person does not perform Work that involves working or contact with a Vulnerable Person if a Police Check indicates that the Person at any time has:
  - (i) a Serious Record; or
  - (ii) a Criminal or Court Record and the Contractor has not conducted a risk assessment and determined that any risk is acceptable.
- (b) In undertaking a risk assessment under clause 7.5(a)(ii), the Contractor must have regard to:
  - (i) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
  - (ii) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Work;
  - (iii) the length of time that has passed since the person's charge or conviction and his or her record since that time;
  - (iv) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Work; and
  - (v) any other relevant matter,and must ensure it fully documents the conduct and outcome of the risk assessment.
- (c) The Contractor agrees to notify the Our Watch who will notify the Principal of any risk assessment it conducts under this clause and agrees to provide Our Watch and the Principal with copies of any relevant documentation on request.
- (d) If during the Term a person involved in performing work on any part of the Work that involves working or contact with a Vulnerable Person is:
  - (i) charged with a Serious Offence or Other Offence, the Contractor must immediately notify Our Watch who will notify the Principal; or
  - (ii) convicted of a Serious Offence, the Contractor must immediately notify Our Watch and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Work.

## **7.5 Relevant checks and authority**

The Contractor must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Work, including all necessary Working With Children Checks however described;
- (b) ensure that Working With Children Checks obtained in accordance with this clause 7.5 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Work; and
- (c) ensure that any subcontract entered into by the Contractor for the purposes of this Agreement imposes the same obligations in clauses 7.5(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

## **7.6 National Principles for Child Safe Organisations and other action for the safety of Children**

The Contractor agrees in relation to the Work to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 7.6;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Contractor's risk management strategy required by this clause 7.6;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide Our Watch who will provide the Principal with an annual statement of compliance with clauses 7.5 and 7.6, in such form as may be specified by Our Watch and the Principal; and
- (g) ensure that any subcontract entered into by the Contractor for the purposes of this Agreement imposes the same obligations in clauses 7.6(a) and (f) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.
- (h) With reasonable notice to the Contractor, Our Watch may conduct a review of the Contractor's compliance with this clause 7.6.

- (i) The Contractor agrees to:
  - (i) notify Our Watch of any failure to comply with this clause 7.6;
  - (ii) co-operate with Our Watch and the Principal in any review conducted by Our Watch or the Principal of the Contractor's implementation of the National Principles for Child Safe Organisations or compliance with this clause 7.6; and
  - (iii) promptly, and at the Contractor's cost, take such action as is necessary to rectify, to Our Watch and the Principal's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 7.6.

## **8. Fees and payment terms**

### **8.1 Fees**

- (a) Our Watch will pay the Fees for the Works performed in accordance with this document.
- (b) Unless otherwise agreed between the parties, the Fees are fixed and are not subject to adjustment for rise and fall in costs.

### **8.2 Payment of Contractor invoices**

- (a) Unless otherwise agreed by the parties, the Contractor must issue Our Watch with either a tax invoice (if GST applies) or an invoice without GST (if GST does not apply in accordance with the Fee Schedule in section 2 of Part 4 which includes:
  - (i) this document's contract number as detailed in Part 3;
  - (ii) date of invoice;
  - (iii) amount of Fees owed; and
  - (iv) the Works completed relevant to the invoice.
- (b) The Contractor will send invoices via email to [finance@ourwatch.org.au](mailto:finance@ourwatch.org.au).
- (c) Our Watch will pay all correctly issued invoices within 30 days of the end of the month in which the invoice is issued.

## **9. Quality Assurance**

- (a) If the Works are Defective, Our Watch can provide notice to the Contractor:
  - (i) requesting the re-supply of any non-complying Works free from any Defects; or
  - (ii) requesting the re-performance of any non-complying Works,within a reasonable period at the cost of the Contractor.
- (b) If the Contractor does not comply with the notice in clause 9(a) within the period stated in the notice, Our Watch may:

- (i) make good, or rectify, the Defect; and
- (ii) require the Contractor to reimburse Our Watch for reasonable make-good costs, or set-off the reasonable make-good costs against any Fees owed by Our Watch.
- (iii) Payment or receipt of the Works will not be deemed acceptance of the Works.

## **10. Reporting**

The Contractor agrees to provide the Reporting Material specified in Item 8 Part 38

## **11. Representations and Warranties**

### **11.1 Contractor representations and warranties as to Works**

The Contractor represents and warrants that:

- (a) the Works will be provided:
  - (i) by exercising the same degree of skill, care and diligence exercised by professional in similar circumstances;
  - (ii) in a proper, business-like and commercially reasonable manner;
  - (iii) by appropriately qualified and experienced personnel;
  - (iv) using equipment and tools reasonably fit for the purpose of supplying the Works;
  - (v) to the standards or performance capability represented by the Contractor to Our Watch;
- (b) it has no conflicts of interest with Our Watch or the Principal; and
- (c) it complies with all local laws and regulations and has all necessary licenses, permits and approvals to carry on its business and provide the Works.

### **11.2 Warranties as to capacity**

Each party warrants to the other party:

- (a) it is duly incorporated, validly exists and has capacity to sue or be sued;
- (b) no litigation or proceedings are taking place, pending or threatened which, if adversely decided, could have a material adverse effect on it; and
- (c) that it is not subject to an Insolvency Event.

### **11.3 Reliance on representations and warranties**

The parties acknowledge that they have entered into this document in reliance upon the representations and warranties in this clause.

## 12. Indemnity, liability and insurance

### 12.1 Contractor indemnity

The Contractor agrees to indemnify Our Watch against all claims, damages, losses and expenses arising out of:

- (a) any negligent or wilful acts or omissions of the Contractor or its personnel, sub-contractors or agents in the performance of the obligations;
- (b) any material breach of this document by the Contractor or breach of law; and any breach of any party's (including the Principal's or a third party's) Intellectual Property Rights caused or contributed to by the Contractor, except to the extent that the claims, damages, losses or expenses are caused by Our Watch's negligence or breach of this Agreement.
- (c) Our Watch must use reasonable endeavours to mitigate the any damage or loss suffered.

### 12.2 Exclusion for Consequential Loss

- (a) Subject to clause 12.2(b), neither party will be liable to the other party for any indirect loss whatsoever, including any consequential type losses or damages of any nature whatsoever, including loss of product, loss of production, business interruption, loss of revenue or loss of profits howsoever arising or any other loss not reasonably foreseeable at the time of entering into this document.
- (b) Any act, omission or breach of the Contractor that results in Our Watch being in breach of the Funding Arrangement will not fall within the scope of clause 12.2(a).

### 12.3 Insurance

- (a) The Contractor must take out and maintain during the Term, with a reputable insurer, insurance relevant to the type of Works as detailed in Part 3.
- (b) Our Watch may request the Contractor provide certificates of currency for its insurance policies.

## 13. Termination

### 13.1 Termination for cause

- (a) Either party may give notice in writing to the other party terminating this document with immediate effect if:
  - (i) the other party commits any breach and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified of the breach;
  - (ii) the other party commits a material breach of the document;
  - (iii) an event of Force Majeure continues for at least 30 days; or

- (iv) the other party is subject to an Insolvency Event.
- (b) Our Watch may terminate this document immediately if the Principal terminates the Funding Arrangement for any reason.
- (c) The Contractor may terminate this Agreement by providing at least 14 days' written notice to Our Watch if Our Watch has suspended the provision of the Works under clause 7.2 for more than [#] months.

### **13.2 Effect of termination**

- (a) Termination of this document does not affect:
  - (i) any liabilities or obligations of either party arising:
    - (A) before termination; or
    - (B) out of the events causing such termination; or
  - (ii) any damages or other remedies to which a party may be entitled under this document, at law, in equity or otherwise.
- (b) Upon termination, Our Watch may request the Contractor provide all outstanding Works and work-in-progress. If this document is terminated for any reason, or suspended in accordance with clause 7.2 of this Agreement, Our Watch will pay the Contractor for any amounts outstanding in relation to any Work accurately completed by the Contractor, or reasonable costs associated with part completion of the Works and the Contractor agrees that it will not be entitled to any other payment or compensation whatsoever for the provision of the Works.

## **14. Intellectual Property**

- (a) Each party retains ownership and title to its Intellectual Property Rights in any Background IP.
- (b) The Contractor grants Our Watch a perpetual, non-revocable, royalty-free, transferable, non exclusive licence to use, adapt, sub-licence and modify the Contractor's Background IP for the sole and limited purpose of allowing Our Watch to use the Works in the provision of the Our Watch Services.
- (c) The Contractor assigns to Our Watch sole ownership and title in all Intellectual Property Rights in the Works.
- (d) Our Watch grants the Contractor a royalty-free, non-exclusive licence to use, adapt and modify Our Watch's Background IP for the sole and exclusive purpose of performing the Works. All Intellectual Property Rights owned by or licenced to the Contractor by Our Watch will at all times remain the exclusive property of Our Watch.
- (e) The Contractor will not sub-licence or transfer Our Watch's Background IP without Our Watch's prior written consent.

- (f) The Contractor, to the extent permitted by law, waives its Moral Rights in the Works and consents to Our Watch, its licensees and successors in title, using or dealing with the Works.
- (g) The Contractor acknowledges that Our Watch holds the benefit of clauses (a) – (f) above on trust for the Principal.

## **15. Confidentiality**

- (a) Each party agrees that it, and its agents, subcontractors and the personnel, will keep secret and confidential all Confidential Information and will not, nor allow any third party to, disclose the Confidential Information without the prior written consent or as required by law.
- (b) Each party warrants that it will only use the Confidential Information of the other party for the sole purpose of satisfying its obligations under this document.

## **16. Privacy**

- (a) When dealing with Personal Information in carrying out the Work, the Contractor agrees:
  - (i) to comply with the requirements of the Privacy Act;
  - (ii) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
  - (iii) to ensure that any of the Contractors' subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements under the Privacy Act and the Contractor's obligations under this clause;
  - (iv) to immediately notify Our Watch if the Contractor becomes aware of an actual or possible breach of this clause by the Contractor or any of the Contractor's subcontractors or personnel.
- (b) In carrying out the Work, the Contractor agrees not to send any Personal Information outside Australia without Our Watch's prior written approval. Our Watch may impose conditions it considers appropriate when giving its approval.

## **17. Variation, assignment and waiver**

- (a) This Agreement may be varied in writing only, signed by both Parties.
- (b) The Contractor cannot assign its obligations, and agrees not to assign its rights, under this Agreement without Our Watch's prior approval.

- (c) The Contractor agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting Our Watch.
- (d) A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## **18. Dispute resolution**

- (a) A party claiming a dispute must notify the other party in writing the details of the dispute. The parties agree to negotiate in good faith on a commercially realistic basis to resolve the dispute and will refer resolution of the dispute to officers within each party who are authorised to conciliate the dispute before commencing legal proceedings in relation to the dispute.
- (b) Any dispute or difference which cannot be settled under clause 16(a) within 30 days of receiving written notice of the details of the dispute must be referred for determination by a person appointed for that purpose by both parties and, failing agreement, appointed by the President of the Institute of Arbitrators & Mediators Australia in the State of Victoria, Australia.
- (c) Any determination made under this clause is binding on the parties.
- (d) Each party is responsible for its own costs in relation to this clause.
- (e) Nothing in this clause will prevent a party from seeking interlocutory relief.

## **19. GST**

- (a) In this clause a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act.
- (b) If a party makes a supply in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.
- (c) A party need not make a payment for a taxable supply made under or in connection with this document until it receives a tax invoice for the supply to which the payment relates.

## **20. Records**

- (a) The Contractor agrees to keep financial accounts and other records that:
  - (i) detail and document the conduct and management of the Work; and
  - (ii) enable all receipts and payments related to the Work to be identified and reported.

- (b) The Contractor agrees to keep the records for five years after the Work Term or such other time specified in the Funding Arrangement and provide copies of the records to Our Watch upon request.

## **21. General**

### **21.1 Counterparts**

This document may be signed in counterparts. A party may rely on an electronic version of this document, and the signatures and other marks in it, as though it is an original.

### **21.2 Survival**

Clauses 12, 13.2, and 14 survive termination or expiry of this document for any reason.

### **21.3 Severability**

If any term or condition of this document becomes invalid or unenforceable the remaining terms and conditions will not be affected.

### **21.4 Governing law**

This document is governed by the laws in Victoria. The parties submit to the non-exclusive jurisdiction of Victoria.

### **21.5 Assignment**

A party will not assign or transfer any right without the prior written consent of the other party.

### **21.6 Notices**

- (a) Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Work or its performance of any of its other requirements under this Agreement.
- (b) Any notice given under this Agreement:
  - (i) must be in writing, addressed to the intended recipient at the address (including email) shown in the relevant Statement of Work;
  - (ii) must be signed by a person duly authorised by the sender (or in the case of a body corporate, by any of its directors or solicitors); and
  - (iii) is taken to be received:
    - (A) in the case of a delivery in person, when delivered; or

- (B) in the case of a posted letter, on the third Business Day after posting (if posted to an address in the same country) or seventh Business Day (if posted to an address in another country); and
- (C) in the case of electronic mail, upon receipt of the electronic mail at the server of the recipient.

## **21.7 Entire Agreement**

This document contains the entire agreement between the parties.

## Part 3 Contract Particulars

### 1. Contract Number

*[insert number from Contract Management Checklist]*

### 2. Works

*[include description of the types of services and / or deliverables to be provided by the Contractor]*

### 3. Commencement Date

### 4. End Date

### 5. Principal

*[insert details of counterparty to the Funding Arrangement relevant to this document or include "not applicable" if this document is not subject to a Funding Arrangement]*

*For example: "Department of Social Services, Australian Government (DSS)"*

### 6. Government Authority Funding Arrangement

Is the Principal to the Funding Arrangement a Government Authority: [Yes/No]

If yes, the parties agree to be bound by the additional terms and obligations included in Part 5.

### 7. Funding Arrangement

*[insert details of Funding Arrangement relevant to this document or "not applicable".]*

*For example: "Grant funding agreement with Department of Social Services, Australian Government"*

A copy of the key terms of the relevant Funding Arrangement can be provided in accordance with clause 6.1 of Part 2.

## 8. Reporting

*[Insert reporting requirements. If not sure, can state: "Reporting as reasonably required by Our Watch."]*

## 9. Insurance

The Contractor will hold the following insurances **[examples only – refer to Our Watch Insurance Risk Assessment Guide]**:

- *Public Liability Insurance* of \$20 million as a minimum, with such insurance to remain in place for 6 years after the Term.
- *Professional Indemnity Insurance* of \$10 million as a minimum, with such insurance to remain in place for 6 years after the Term.
- *Workers Compensation* as required by law.

## 10. Our Watch details

Name	Our Watch Limited
ABN / ACN	60 164 123 844
Address	9/225 Bourke Street, Melbourne VIC 3000
Key contact	
Email	
Phone	

Send invoices to Key Contact and CC [finance@ourwatch.org.au](mailto:finance@ourwatch.org.au)

## 11. Contractor details

Name	
ABN / ACN	
Address	
Key contact	
Email	

Phone	
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## Part 4 Scope of Work

### 1. Details of provision of the Works, timeframes and parts

(a) [insert detail]

### 2. Fees

(a) [insert detail]

### 3. Service Levels

(a) *[insert detail, or 'Not applicable'. Service Levels are usually mandatory response/rectification times, required for the project. For example: "Critical issue, response required within 15 minutes and rectification within 2 hours."]*

## Part 5 Government Authority Funding Arrangement

### 1. Definitions

For the purposes of this part, the defined terms have the following meaning:

**Independent Review Body** means a body endorsed by the Government Authority to assess service providers' compliance with the Standards.

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

**Standards** means the following:

- (a) if Our Watch is registered under the *Children Youth and Families Act 2005* (Vic), any performance measures under that Act;
- (b) if Our Watch is registered under the *Disability Act 2016* (Vic) any performance standards made under that Act; and
- (c) any standards developed or endorsed by the Government Authority.

### 2. Privacy and access to document

- (a) The Contractor consents to Our Watch disclosing to the relevant Government Authority the terms of this document and the Contractor's identity (and their Personal Information if they are an individual).
- (b) The Contractor consents to the Government Authority using the information disclosed in clause 2(a) to this Part for the Government Authority's reporting purposes as detailed in the Funding Arrangement.
- (c) If Our Watch receives a written request from the Government Authority requesting access to a document created by the Contractor, or in the Contractor's possession, which relates to Our Watch's performance of the Funding Arrangement (and not to the entry into the Funding Arrangement), Our Watch will immediately provide the Contractor with a copy of this request and the Contractor will comply with the request within 5 business days.

### 3. Independent Review

- (a) Unless exempted by the Government Authority, the Contractor agrees to allow an Independent Review Body to access the Contractor's premises or place of business to conduct a performance review of Our Watch against the Standards.
- (b) The Contractor must keep full and accurate records, including all financial records, to enable the Government Authority to undertake a performance review in accordance with clause 3(a) to this Part.