



Contract Number: [insert]

Terms and Conditions of Supply of [insert
contract name]

Deed of Standing Offer

Crown in right of the State of New South Wales represented
by NSW Police Force

ABN 43 408 613 180

and

[insert name of Supplier]

ABN [insert Supplier's ABN]

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Deed

NSW Police Force Deed of Standing Offer

Date [insert]

Between the parties	
Principal	The Crown in right of the State of New South Wales represented by the Commissioner of the NSW Police Force (ABN 43 408 613 180)
Supplier	[insert]
Background	<div><div>1</div><div>The Principal has conducted a procurement process for: [insert description].</div></div> <div><div>2</div><div>The Supplier has submitted a tender that has been accepted by the Principal.</div></div> <div><div>3</div><div>The Supplier now irrevocably offers to supply the Deliverables, in full compliance with the terms set out in this Deed, as and when requested by the Principal.</div></div> <div><div>4</div><div>The supply of any Deliverables by the Supplier to the Principal will be under a Separate Contract, on the terms set out in this Deed and the applicable Purchase Order.</div></div>

Operative Part

1 Definitions and interpretation

1.1 Precedence of documents

In the event of any ambiguity, discrepancy or inconsistency in interpreting any term or terms of this Deed, the order of priority in the interpretation of such term or terms will be in the order of:

- (a) clauses 1 to 25 of this Deed;
- (b) the Schedules to this Deed; and
- (c) any Purchase Order issued under this Deed.

1.2 Resolution of ambiguities

- (a) If either party discovers an ambiguity, discrepancy or inconsistency in interpreting any term or terms of this Deed or inconsistency between this Deed and any documents provided to the Supplier by or on behalf of the Principal which the Supplier is required to use for the performance of this Deed:
- (1) the party must promptly give Notice to the other; and
 - (2) the Principal will instruct the Supplier as to the course it must adopt within 5 Business Days of the Notice under clause 1.2(a)(1).
- (b) If compliance with the Principal's instruction under clause 1.2(a)(2) causes the Supplier to incur more or less cost than a competent and experienced supplier (having the experience of a supplier that is an expert in carrying out work of a nature similar to the Supplier) could reasonably have anticipated if it had carefully examined the relevant documents on or before the date of this Deed, then the difference in cost, as determined by the Principal, will be added to or deducted from the Purchase Price (as applicable).

1.3 Definitions

The meanings of the terms used in this document are set out below.

Term	Meaning
Business Day	a day other than a Saturday, Sunday or gazetted public holiday in New South Wales.
Claim	any claim, demand, proceeding or complaint of any nature or kind.
Commencement Date	the date specified in Item 2 of Schedule 1.
Confidential Information	information that: <ol style="list-style-type: none">(a) is by its nature confidential;(b) is designated by the Principal as confidential,(c) is communicated by the Principal to the Supplier as confidential; or(d) the Supplier knows or ought to know is confidential, and includes:<ol style="list-style-type: none">(1) the financial, business, and commercial information of the Principal;(2) any material which relates to the affairs of a third party;(3) information relating to the policies, strategies, practices and procedures of the Principal; and(4) the number, value and content of any Purchase Orders.

Term	Meaning
Consequential Loss	any loss recoverable at law (other than arising in the usual course of things) which is consequential upon other loss, including: <ul style="list-style-type: none"> (a) loss of income or revenue; (b) a loss of opportunity or goodwill; (c) a loss of profits; (d) a loss of anticipated savings or business; and (e) loss of value of any equipment.
Contract Material	all material, other than material created by the Supplier for its own internal administrative purposes, brought or required to be brought into existence by the Supplier, or any subcontractor, in the course of the Supplier's performance of this Deed, including documents, equipment, information and data stored by any means.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Customer Service Help Desk	such customer and technical service support as may be required by the Principal in accordance with clause 6.7 of this Deed and agreed between the parties.
Data	any information (including Personal Information and Confidential Information) supplied or made available to the Supplier or its Personnel, or otherwise obtained by the Supplier or its Personnel, in the course of performing the Services.
Data Breach	any loss or misuse of, or unauthorised access, modification, disclosure or destruction to, the Principal's Data (whether deliberate or accidental or caused or contributed to by the Supplier or its Personnel).
Deed	this deed of standing offer.
Deed Details	Schedule 1 to this Deed.
Defect	means any fault, failure, degradation, deficiency or error in a Deliverable, any non-conformance with the technical designs, specifications, standards or requirements set out or referred to in this Deed, any partial performance or non-performance in the Deliverable or any failure to comply with the warranties set out in this Deed.
Deliverables	the goods or services described in the Specification and ordered by the Principal under a Purchase Order.
Delivery Location	the location for the delivery of the Deliverables as specified in Item 12 of the Deed Details or, if different, as specified in a Purchase Order.

Term	Meaning
Delivery Time	the date and time for the delivery of the Deliverables as specified in a Purchase Order.
Dispute	is defined in clause 21(a).
Dispute Notice	is defined in clause 21(c).
Encumbrance	any mortgage, pledge, lien, charge, assignment by way of security, secured interest, title retention arrangement, preferential right or trust arrangement or any arrangement having the same or an equivalent effect. Encumber and Encumbered will be construed accordingly.
Extension Period	the period specified in Item 4 of Schedule 1
First Level Discussions	is defined in clause 21(d).
Force Majeure Event	means any: (a) fire, flood, earthquake, or acts of God; (b) acts of war, terrorism (excluding acts or omissions of the Supplier's Personnel), riots, civil disorders or rebellions or revolutions in Australia; (c) disease, epidemics, pandemics or quarantine; and (d) other similar or comparable unforeseen events beyond the reasonable control of the parties.
Further Additional Period	the period of time specified in Item 5 of Schedule 1.
GIPA Act	the <i>Government Information (Public Access) Act 2009</i> (NSW) or such other law as may be in force from time to time which provides for the public to have access to certain information held by the Principal.
Government Agency	any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
GST	is defined in clause 13.6.
ICT	information and communications technology.
Initial Term	the period specified in Item 3 of Schedule 1.

Insolvency Event	<p>in relation to a person (Relevant Entity), any one or more of the following:</p> <ul style="list-style-type: none"> (a) external administrator: an administrator, liquidator or provisional liquidator is appointed to the Relevant Entity, or the Relevant Entity is subject to the control of an external administrator as that term is defined in section 5-20 of Schedule 2 to the Corporations Act; (b) external administration: the Relevant Entity is taken to be under external administration because of section 5-15 of Schedule 2 of the Corporations Act; (c) winding up: an application or order is made for the winding up or dissolution of the Relevant Entity; (d) receivership: a receiver, receiver and manager, trustee, other controller or similar officer is appointed over the assets or undertaking of the Relevant Entity; (e) steps taken to cause (a) to (d) to occur: an application is made to a court or a meeting is convened, or a resolution is passed (or notice is given of such meeting or resolution) or a notice is issued or any other step is taken by any person to cause any of the matters identified in paragraphs (a), (b), (c) or (d) above to occur or come into effect or taken to be in respect of the Relevant Entity or any property of the Relevant Entity; (f) debts: the Relevant Entity suspends payment of its debts generally or is unable to pay its debts as and when they fall due or is presumed to be insolvent under applicable Law, or enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; (g) ceasing business: the Relevant Entity ceases, or threatens to cease, to carry on all or a substantial part of its business or takes steps to or threatens to do so; (h) deregistration: the Relevant Entity is deregistered under Chapter 5A of the Corporations Act or applicable Law, or take steps or threatens to do so; (i) enforcement: any step is taken to issue, levy or enforce any distress, execution, attachment or other similar process against any of the assets, undertakings or property of the Relevant Entity; (j) statutory demand: the Relevant Entity has failed under section 459F of the Corporations Act to comply with a statutory demand as that term is defined in section 9 of the Corporations Act; (k) disposal: disposal of all or substantially all of the Relevant Entity's assets, operations or business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction if a new company assumes all of the Relevant Entity's legal obligations); (l) insolvency: the Relevant Entity is unable to pay all of its debts as and when they become due and payable or is deemed to be insolvent under any provision of the Corporations Act or applicable Law; (m) analogous events: an event occurs in relation to the Relevant Entity which is analogous to anything referred to above or which has the same or a similar effect to happen under the laws of any jurisdiction; or (n) financial ability: the Principal has reasonable cause to doubt the Supplier's financial ability to perform its obligations.
Insurance Notice	<p>a notice of cancellation or any other notice in relation to an insurance policy effected by the Supplier under this Deed.</p>

Term	Meaning
Intellectual Property	any industrial and intellectual property rights throughout the world and for the duration of the rights including: <ul style="list-style-type: none"> (a) any patents, copyright including future copyright, registered or unregistered trade marks or service marks, trade names, brand names, registered or unregistered designs, commercial names, circuit layouts, database rights; (b) any inventions, discoveries, processes, methods, trade secrets, know-how, computer software, Confidential Information and scientific, technical and product information; (c) the right to apply for any industrial and intellectual property rights; and (d) any other similar or analogous rights and any intellectual or industrial rights whether now existing or which come into existence in the future.
Laws	all laws of any jurisdiction in the world including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, regulatory principles and requirements, mandatory codes of conduct, writs, orders, injunctions, judgments and directives or recommendations of Government Agencies.
Loss	any loss, liability, damage, expense or cost, including in relation to any Claim.
Moral Rights	any of the rights described in Article 6bis of the <i>Berne Convention for Protection of Literary and Artistic Works 1886</i> (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute (including the <i>Copyright Act 1968</i> or any other law of the Commonwealth of Australia), that exists or that may come to exist, anywhere in the world.
Non-conforming Deliverables	is defined in clause 5.7.
Notice	is defined in clause 24.1.
NSW Government Requirements	the requirements specified in Item 6 of the Deed Details.
Personal Information	means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.
Personnel	employees, secondees, agents, principals, contractors and subcontractors (who are individuals).

Term	Meaning
PPSA	the <i>Personal Property Securities Act 2009</i> (Cth).
Pricing Schedule	Schedule 3 to this Deed.
Privacy Legislation	<p>(a) any legislation (to the extent that such legislation applies to the Principal or the Supplier or any other recipient of Personal Information) from time to time in force in any:</p> <p>(1) Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and</p> <p>(2) non-Australian jurisdiction (to the extent that the Principal or any Personal Information or the Supplier is subject to the laws of that jurisdiction), affecting privacy, Personal Information or the collection, handling, storage, processing, use or disclosure of personal data;</p> <p>(b) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of the legislation referred to in paragraph (a) or (b) above, as amended from time to time; and</p> <p>(c) without limiting any of the foregoing paragraphs of this definition, any relevant privacy laws in the Supplier's jurisdiction.</p>
Purchase Order	<p>an order issued from the Principal to the Supplier for the supply of the Deliverables in accordance with clause 4.1(c), which should contain the following:</p> <p>(a) a statement that it is issued under this Deed (and identifying details of the Deed);</p> <p>(b) the issue date;</p> <p>(c) a description of the Deliverables being ordered, by reference to the Specifications</p> <p>(d) if the Deliverables are goods, the Delivery Location (if different to Item 11 of the Deed Details) and Delivery Time;</p> <p>(e) if Resources are to be provided to the Supplier, any conditions regarding the provision of the Resources;</p> <p>(f) the Principal's purchase order number; and</p> <p>(g) the Principal's business unit description.</p>
Purchase Price	the amount payable by the Principal in respect of the supply of any Deliverables under a Purchase Order, as calculated in accordance with the Pricing Schedule.
Remedy	is defined in clause 15.3(a).
Reporting Schedule	Schedule 4.

Term	Meaning
Representatives	the persons appointed in accordance with clause 2.
Resources	Personnel, equipment, facilities, infrastructure, systems, procedures, processes and other resources.
Second Level Discussions	is defined in clause 21(e).
Security Interest	<p>(a) in relation to any personal property (as defined in the PPSA), has the same meaning as in the PPSA; and</p> <p>(b) in relation to any other property, means any charge, mortgage, pledge, bill of sale, hypothecation, lien, arrangement concerning the deposit of documents evidencing title, trust, power, title retention arrangement or any other covenant or arrangement of any nature made to secure the payment of money or the observance of an obligation.</p>
Separate Contract	is defined in clause 4.1.
Service Credit	a credit owed from the Supplier to the Principal, for a failure to meet a Service Level, as set out in the Specifications.
Service Levels	the service levels, as set out in the Specifications.
Specifications	Schedule 2 to this Deed.
Supplier's Background IP	any Intellectual Property rights of the Supplier existing at the Commencement Date or developed independently of the Supplier's performance of this Deed.
Supplier's Personnel	is defined in clause 7.1.
Tax Invoice	the meaning given in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Term	the Initial Term, any Extension Period and any Further Additional Period (if applicable), subject to termination pursuant to this Deed.
Third Party IP	Intellectual Property which is owned by a person, other than the Principal or the Supplier, and is used or required to be used by the Supplier in the course of performing this Deed.
Third Party Warranties	all warranties in respect of third party equipment, goods or services incorporated into, or provided as part of, the Deliverables.

Term	Meaning
Warranty Period	the period set out at Item 13 of the Deed Details.
Warranty Services	is defined in clause 15.3(a).
WHS Act	the <i>Work Health and Safety Act 2011</i> (NSW).
WHS Laws	<p>(a) those Acts, regulations, by-laws, orders, awards, proclamations, standards and codes relating to work health and safety (including the WHS Act and WHS Regulation) with respect to the Deliverables;</p> <p>(b) the requirements of any authority relating to work health and safety with respect to the Deliverables; and</p> <p>(c) any directions or notices relating to work health and safety issued by any relevant authority or any code of practice or compliance code appropriate or relevant to the Deliverables.</p>
WHS Regulation	the <i>Work Health and Safety Regulation 2017</i> (NSW).
Worker	has the meaning given to that term in section 7 of the WHS Act.
Workplace	has the meaning given to that term in section 8 of the WHS Act.

1.4 Interpretation

- (a) In this Deed, unless the context otherwise requires:
- (1) words importing the singular include the plural and vice versa;
 - (2) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
 - (3) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
 - (4) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute and a reference to a clause means a reference to a sub clause of that clause;
 - (5) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document and includes that party's successors and permitted assigns;
 - (6) a reference to a Government Agency includes that Government Agency's successors and organisations, bodies or officials who perform the functions or exercise the powers previously performed or exercised by that Government Agency, from time to time;
 - (7) a reference to A\$ and \$ means the lawful currency of Australia; and

- (8) headings and bold type are for the purpose of convenient reference only and do not form part of the Deed.
- (b) In this Deed, the words 'including', 'such as', 'for example' and 'particularly' and similar expressions do not imply any limitations.
- (c) Each representation and warranty contemplated by this Deed is to be construed independently of the others and is not limited by reference to any other representation or warranty.
- (d) A reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Deed.
- (e) A reference to a clause is a reference to a clause of this Deed.

1.5 Discretion

- (a) Subject to any express provision in this Deed to the contrary:
 - (1) a provision in this Deed which says that the Principal or the Principal's Representative "may" do or not do something is not to be construed as imposing an obligation on the Principal or the Principal's Representative to do or not do that thing; and
 - (2) there will be no procedural or substantive limitation upon the manner in which the Principal or the Principal's Representative may exercise any discretion, power or entitlement conferred by this Deed.
- (b) Without limiting clause 1.5(a)(1), neither the Principal nor the Principal's Representative will be under any obligation to exercise any such discretion, power or entitlement, for the benefit of the Supplier or as required by any other legal doctrine which in any way limits the express words used in the provision of this Deed conferring the discretion, power or entitlement.

1.6 Non-reliance

The Supplier:

- (a) warrants that it did not in any way rely upon:
 - (1) any information, data, representation, statement or document made by or provided to the Supplier by the Principal, the Principal's Representative or anyone else on behalf of the Principal; or
 - (2) the accuracy, adequacy, suitability or completeness of any such information, data, representation, statement or document, for the purposes of entering into this Deed, except to the extent that any such information, data, representation, statement or document forms part of this Deed;
- (b) warrants that it enters into this Deed based on its own investigations, interpretations, deductions, information and determinations; and
- (c) acknowledges that it is aware that the Principal has stated that it has entered into this Deed relying upon the warranties in this clause.

2 Parties' Representatives

2.1 Appointment of Representatives

Each party appoints as Representative the person named in Item 1 of the Deed Details, or another person each party may nominate and notify to the other from time to time, who will serve as the principal contact of the other party with respect to the performance of this Deed.

2.2 Principal's Representative

The Supplier must communicate directly with the Principal's Representative in relation to the performance of this Deed.

2.3 Supplier's Representative

- (a) The Principal's Representative may give the Supplier's Representative instructions including in connection with the Supplier's performance under this Deed and any such instructions are deemed to be given to the Supplier by the Principal.
- (b) The Supplier must ensure that the Supplier's Representative is available to attend on and provide advice to the Principal and the Principal's Representative at all reasonable times during the Term.

3 Term

- (a) This Deed commences on the Commencement Date and continues for the period specified in Item 3 of the Deed Details (**Initial Term**) unless extended in accordance with this clause 3 or earlier terminated.
- (b) The Principal may notify the Supplier in writing, at any time before the last 2 months of the Initial Term, that it wishes to extend this Deed for the Extension Period, and if it does so the Term is extended by the Extension Period, on the terms and conditions set out in this Deed.
- (c) If the Initial Term is extended by the Extension Period, the Principal may notify the Supplier at any time before the last 2 months of the Extension Period that it wishes to extend this Deed for a Further Additional Period and if it does so the Term is extended by the Further Additional Period, on the terms and conditions set out in this Deed

4 Standing Offer

4.1 Standing Offer

- (a) The Supplier irrevocably offers to supply the goods and/or services described in the Specifications as and when directed by the Principal, by the issue to the Supplier of a Purchase Order pursuant to the terms and conditions of this Deed.
- (b) The Supplier's standing offer in clause 4.1(a) will remain open for acceptance by the Principal for the Term and in accordance with this Deed.
- (c) The Supplier's standing offer in clause 4.1(a) will be accepted by the Principal each time the Principal issues a Purchase Order to the Supplier in relation to the specific Deliverables to be provided by the Supplier.
- (d) Each Purchase Order issued by the Principal will create a separate contract between the Supplier and the Principal (**Separate Contract**).
- (e) The following will form the terms and conditions of the Separate Contract:
 - (1) the Separate Contract will commence on the date the Purchase Order is issued by the Principal and end 7 days after the last Tax Invoice, correctly issued under the Separate Contract, is paid by the Principal (unless specified otherwise in the Purchase Order);
 - (2) clauses 5 to 25; and
 - (3) the Purchase Order.

- (f) The Principal may cancel or modify a Purchase Order within 2 Business Days' of issue of the Purchase Order. If the Principal cancels a Purchase Order, the Separate Contract is terminated. If the Principal modifies a Purchase Order, the Separate Contract is amended. The Supplier will not be entitled to any payment from the Principal arising from any cancellation or modification under this clause 4.1(f).
- (g) The Principal is not obliged to pay the Supplier for any Deliverables supplied without a Purchase Order duly signed and dated by an authorised representative of the Principal.

4.2 Non-exclusive arrangement

- (a) The Supplier acknowledges that its relationship with the Principal is non-exclusive and the Principal may contract with any third party to supply the goods or services described in the Specifications (or similar goods or services).
- (b) Nothing in this Deed requires the Principal to:
 - (1) purchase, or offer to purchase, any goods or services from the Supplier or to use or exploit Deliverables supplied by the Supplier; or
 - (2) place orders for goods or services, or to guarantee a minimum spend in any period during the Term.

5 Supply of Deliverables

5.1 Commencement of Supply

- (a) The Supplier must commence the supply of Deliverables in accordance with any Purchase Order issued by the Principal to the Supplier.
- (b) If the Supplier has commenced the supply of Deliverables before the Commencement Date, in accordance with the express request of the Principal, the provisions of this Deed apply to that supply of Deliverables and also any Purchase Order that may be subsequently issued by the Principal to confirm that express request.

5.2 Stages of Supply

- (a) If a Purchase Order requires the supply of Deliverables in stages, the Supplier must not commence a stage, other than the first stage, without the Principal's prior written approval.
- (b) The Principal may grant or withhold its approval under clause 5.2(a) at its absolute discretion.

5.3 Standards for Supply of Deliverables

- (a) The Supplier must supply the Deliverables to the Principal:
 - (1) in accordance with the Specifications and the Supplier's warranties set out in clause 15;
 - (2) in accordance with all applicable Laws;
 - (3) in accordance with the NSW Government Requirements;
 - (4) with the degree of professional skill, care and diligence expected of a competent professional supplier experienced in supplying deliverables of a similar size, scope and nature to the Deliverables;
 - (5) by the Delivery Time; and
 - (6) free from Defects.

- (b) The Supplier represents to the Principal that it has the requisite skill, experience, resources and ability to supply the Deliverables in accordance with the requirements of this Deed. The Supplier acknowledges that the Principal has entered into this Deed in reliance on this representation.

5.4 Risk

The Supplier acknowledges and agrees that risk in the Deliverables resides with the Supplier until the Principal takes delivery of the Deliverables at the Delivery Location. The Supplier must obtain a written and signed receipt from the Principal to establish the delivery of the Deliverables to the Principal.

5.5 Title to Deliverables

- (a) The Supplier acknowledges and agrees that title to the Deliverables passes to the Principal on delivery of the Deliverables at the Delivery Location.
- (b) It is a condition of this Deed and each Separate Contract that the Deliverables, or any component or part of them, must be free from any Encumbrance at Delivery Time, whether or not payment of the Purchase Price has been made at Delivery Time.

5.6 Delivery

- (a) The Supplier must deliver the Deliverables to the Delivery Location, at the Delivery Time. Delivery will not be taken to have occurred unless and until the Principal has signed a delivery receipt for the Deliverables.
- (b) If the Supplier anticipates that it will be delayed in the delivery of the Deliverables, for any reason, the Supplier must give notice to the Principal's Representative immediately upon becoming aware of such delay.
- (c) If the Supplier does not deliver the Deliverables by the Delivery Time (or any revised Delivery Time agreed between the parties), such delay will constitute late delivery or late provision for the purposes of the Service Levels.

5.7 Rejection

- (a) If any, or any part, of the Deliverables:
 - (1) have not been ordered by the Principal under a Purchase Order;
 - (2) do not comply with the Specifications, as determined by the Principal;
 - (3) breach any of the Supplier's warranties set out in clause 15, as determined by the Principal;
 - (4) are not delivered or provided by the Delivery Time;
 - (5) do not match the quality or appearance of the Sealed Sample, as determined by the Principal – use *this clause if the Sealed Sample clause under Specifications is added*;
 - (6) have any Defect (which right to reject may be exercised at any time), as determined by the Principal; or
 - (7) are otherwise unacceptable to the Principal upon delivery or at any time during their intended useful life, as determined by the Principal,those Deliverables will be treated as Non-Conforming Deliverables.
- (b) Without prejudice to any other rights which the Principal may have, the Principal may withhold any money payable or recover any money paid to the Supplier for the Non-Conforming Deliverables.

- (c) If the Principal requires the Supplier to do so, the Supplier must (at the Supplier's own cost):
 - (1) promptly remove the Non-Conforming Deliverables from the Principal's premises; and/or
 - (2) replace the Non-Conforming Deliverables with Deliverables which do meet the relevant standards or Specifications and which are acceptable to the Principal.

6 Requirements relating to supply

6.1 Principal's requirements and instructions

- (a) The Supplier must supply the Deliverables in accordance with each Separate Contract and so as to meet the requirements of the Principal.
- (b) The Supplier must take all steps necessary to clarify and confirm the Principal's requirements for the Deliverables.
- (c) The Supplier must comply with the Principal's instructions in relation to the supply of the Deliverables.

6.2 Program

- (a) If requested by the Principal, the Supplier must provide the Principal within 10 Business Days of the Principal's request, with a detailed program for the supply of the Deliverables with times, dates and a schedule of its Resources showing (to the Principal's satisfaction) how it intends to comply with the program.
- (b) The Supplier must maintain a planning process to a professional standard to ensure that it is able to meet the Principal's requirements.
- (c) The Principal may give its forecasts of requirements for the goods or services described in the Specifications to assist the Supplier in scheduling supply. No such forecasts will comprise a Purchase Order, nor bind the Principal to give a Purchase Order, or give the Supplier any entitlement to payment for Loss. Any goods produced, or services scheduled or engaged in anticipation by the Supplier, pursuant to a forecast, will remain the property, and be at the risk of or at the expense of the Supplier, until they are delivered or provided to the Principal pursuant to a duly signed and dated Purchase Order.

6.3 Co-ordination with other suppliers

- (a) The Supplier must liaise, consult and cooperate with other consultants and suppliers engaged by the Principal and must integrate the supply of the Deliverables with the goods or services of those other consultants and suppliers, where required by the Principal.
- (b) Despite the provisions of this clause 6.3, the Supplier remains fully responsible for the timely supply of the Deliverables.

6.4 Industrial relations management

The Supplier must manage all aspects of industrial relations in respect of the supply of the Deliverables and otherwise in connection with this Deed (including as regards each Separate Contract), and keep the Principal informed of industrial relations issues which affect or are likely to affect the supply of the Deliverables.

6.5 Work Health and Safety

- (a) In supplying the Deliverables, the Supplier must ensure, so far as is reasonably practicable, the health and safety of its Workers and any persons at the Workplace (in the area under the Supplier's control), including any persons performing work at the Workplace, whether or not engaged by the Supplier.
- (b) The Supplier acknowledges that, in supplying the Deliverables:
 - (1) for the purposes of the WHS Laws, it is the controller or person in charge of the Workplace and as such must ensure compliance with its obligations under WHS Law in this regard;
 - (2) it will use its best endeavours to ensure, so far as is reasonably practicable the health safety of any persons at the Workplace (in those areas not under the Supplier's control), including any persons performing work at the Workplace, whether or not engaged by the Supplier; and
 - (3) it must comply with the WHS Laws as applicable and do all things necessary to assist the Principal or any of the Principal's Personnel in discharging and complying with the Principal's obligations under the WHS Laws;
- (c) In supplying the Deliverables, the Supplier must ensure, so far as is reasonably practicable, that (subject to Clause 6.5(f)):
 - (1) the Workplace and work environment is free from risks to health and safety;
 - (2) it provides appropriate information, training, instruction and supervision for all persons employed or engaged by it at the Workplace;
 - (3) it establishes and maintains safe work practices and safe systems of work;
 - (4) all plant, equipment, fixtures and fittings that the Supplier manages or controls are properly maintained and are free from risks to health and safety;
 - (5) it engages competent persons to carry out risk audits at its Workplace every two years. Such audits must be undertaken in compliance with good risk management principles and must identify, assess and control any work health and safety risks present at the Workplace;
 - (6) all Personnel supplying the Deliverables are appropriately trained in work health and safety and the risks associated with performing the services required under this Deed;
 - (7) it will inform the Principal of any changes of any Personnel, corporate structure, management structure or supervisors that may affect the safety of its Personnel or workers in supplying the Deliverables; and
 - (8) it otherwise complies with the WHS Laws and all statutory requirements for work health, safety and rehabilitation management.
- (d) The Principal and the Supplier acknowledge and agree that the Supplier has control of:
 - (1) the manner in which the Deliverables are supplied; and
 - (2) all matters arising out of or as a consequence of the supply of or failure to supply the Deliverables that give rise or may give rise to risks to health or safety.
- (e) The Supplier must, prior to supplying any part of the Deliverables:
 - (1) undertake an assessment of the WHS risks associated with the supply of the Deliverables and identify and take all reasonably practicable steps to implement appropriate WHS risk control measures to eliminate and minimise all such WHS risks; and
 - (2) as required by the Principal, provide the Principal with details of the WHS risk assessment undertaken and evidence of implementation of appropriate WHS risk control measures required under this clause 6.5.

- (f) If the Supplier engages a subcontractor (in accordance with clause 19) or otherwise relinquishes to, or shares with, any person:
- (1) the management or control of the Workplace; or
 - (2) control over the performance of work associated with the Deliverables,
- it will ensure that person complies with their statutory obligations under the WHS Laws and the obligations referred to in this clause 6.5.
- (g) In order to meet its obligations under this clause 6.5, the Supplier must adopt a work health, safety and rehabilitation management system that demonstrates compliance with all duties under the WHS Laws and supports a systematic approach to managing risks to health and safety posed by the Workplace or the Deliverables, including:
- (1) a process to identify safety hazards, assess the risks posed by such hazards and eliminate or control the risks;
 - (2) mechanisms to monitor the performance of the system adapt and improve it as necessary; and
 - (3) organisation structure and responsibilities;
 - (4) safe work practices and procedures;
 - (5) WHS training and induction;
 - (6) WHS auditing and inspection procedures;
 - (7) WHS consultation procedures; and
 - (8) WHS performance monitoring.
- (h) The Supplier will provide to the Principal such information about the operation and maintenance of the system referred to in clause 6.5(g) as the Principal requests. Any review of the operation or maintenance of the system by the Principal under this sub-clause does not constitute a verification or acceptance by the Principal of the adequacy of the system.
- (i) The Supplier must ensure that it reasonably participates, and that its Personnel reasonably participate, in any investigation carried out by the Principal relating to any Workplace incident notifiable under the WHS Laws (**Notifiable Incident**) in connection with the supply of the Deliverables that arises during the Term. This will include:
- (1) providing the Principal with the names and details of all of the Personnel and workers who were involved in the Notifiable Incident;
 - (2) ensuring that the Principal has immediate unrestricted access to, and cooperation by, all of the relevant Personnel;
 - (3) ensuring that all of the relevant Personnel promptly provide any written or oral statement as is reasonably required by the Principal;
 - (4) providing immediate access to the Supplier's records together with the right of the Principal, at its cost, to make copies of such records as the Principal reasonably requires; and
 - (5) providing the contact information (including address and telephone number) for all of the Supplier's past and current relevant Personnel and workers involved in or with knowledge of the Notifiable Incident and in doing so the Supplier must comply with the Privacy Legislation.
- (j) The Supplier must, within the timeframe specified by the Principal, provide evidence of ongoing compliance with the Supplier's WHS management system referred to in clause 6.5(g), as may be required by the Principal from time to time during the Term. Without limiting the requirements of this obligation, the Supplier must provide the following information on a yearly basis, or as otherwise requested by the Principal from time to time:
- (1) number of lost time injuries;

- (2) working days lost due to injury;
- (3) current status of any injured personnel, damaged property or environmental damage or pollution;
- (4) status of the implementation and outcomes of corrective actions undertaken as a result of WHS inspections and risk assessments; and
- (5) status of WHS management system audits undertaken

(WHS Performance Report).

- (k) The WHS Performance Report must be submitted by the Supplier using the WHS Performance Report template, contained at Attachment A.
- (l) If required by the Principal, the Supplier must, within the timeframe specified by the Principal, provide reports on WHS inspections, audits, or assessments undertaken during the Term.
- (m) The Supplier must so far as is reasonably practicable consult, cooperate and coordinate the Deliverables with any other person involved in performing work at the Workplace to achieve effective coordination of the services to ensure optimal health and safety risk management and enable the Principal and the Supplier and any person who has control of access to or from the Workplace to comply with their respective obligations under all relevant WHS Laws.
- (n) If the Supplier breaches its obligations under this clause 6.5, the breach will give the Principal the right to terminate this Deed, in accordance with clause 22.1(a)(3).
- (o) The Supplier will not be entitled to make a Claim against the Principal as a result of or in any way connected with a breach of the Supplier's obligations under this clause 6.5.
- (p) The Supplier indemnifies the Principal, against any cost, expense, loss, damage or other liability suffered or incurred by the Principal to the extent it arises from a breach by the Supplier of this clause 6.5.

6.6 Inspections

The Principal or its nominee(s) may visit any premises in which the Supplier or its Personnel undertake any activity relating to the supply of the Deliverables, at any time. The Supplier must use its best endeavours and must provide all necessary assistance to ensure that the Principal or its nominee(s) has the ability to enter such premises at any time.

6.7 Customer Service Help Desk

The Supplier must provide the Principal with a Customer Service Help Desk which the Principal can access at any time for immediate assistance in respect of the Deliverables, at the Principal's request.

6.8 Business continuity and contingency plans

- (a) The Supplier must have in place at the Commencement Date a documented, detailed and adequate contingency plan that caters for any disaster, strike, withdrawal of utilities or other services or any other interruption or material threat to its business. Such contingency plan must be made available to the Principal immediately on request. The Supplier must review and update the contingency plan annually.
- (b) The contingency plan must provide that in the event that there is a disruption to the Supplier supplying the Deliverables, whether caused by disaster, strike, withdrawal of utilities or other services or another cause, the provision of limited supply will be resumed within 10 Business Days.
- (c) In the event that there is a disruption to the Supplier supplying the Deliverables, whether caused by disaster, strike, withdrawal of utilities or other services or another cause, the resumption of supply of the Deliverables in full must occur within the time nominated in the Purchase Order.

7 Supplier's Personnel

7.1 Qualifications and experience

The Supplier must ensure that Personnel engaged in connection with the supply of the Deliverables (**Supplier's Personnel**), are competent and professional and have the skills, qualifications and experience necessary to ensure full and proper performance of the obligations under this Deed in accordance with this Deed and obligations under any Separate Contract in accordance with that Separate Contract.

7.2 Security

The Supplier acknowledges the inherent need for the Principal, as a law enforcement agency, to maintain strict levels of security in relation to its activities, and the potential for that security to be compromised by inappropriate Personnel being involved in the supply of the Deliverables.

7.3 Personnel security checks

- (a) If requested to do so, the Supplier must provide to the Principal accurate information about the identity, qualifications, job history and character of each of the Supplier's Personnel which:
 - (1) are involved in the production or manufacture of the Deliverables (including components or parts) on and from such point that the Deliverables are identified or identifiable as being for the purposes of the Principal;
 - (2) handle or have access to the Deliverables (including any components or parts), during the production or manufacture of the Deliverables on and from such point that the Deliverables are identified or identifiable as being for the purposes of the Principal; or
 - (3) handle or have access to any documents relevant to the supply of the Deliverables (including any components or parts), during the production or manufacture of the Deliverables on and from such point that the Deliverables are identified or identifiable as being for the purposes of the Principal.
- (b) Without limiting clause 7.3(a), the Supplier must provide to the Principal upon request a list of any of the Supplier's Personnel and Personnel of any entity that manufactures or transports the Deliverables with actual or proposed access to the Principal's sites or Confidential Information.
- (c) The Supplier consents, or will procure the consent of the Supplier's Personnel if required, to the Principal:
 - (1) investigating whether any of the Supplier's Personnel or Personnel of any manufacturer or cartage contractor used by the Supplier have a criminal record; and
 - (2) conducting such other investigations as the Principal may consider appropriate in relation to any of the Supplier's Personnel or Personnel of any manufacturer or cartage contractor used by the Supplier who may carry out any work in connection with the supply of the Deliverables.
- (d) Before any person carries out any work in connection with the supply of the Deliverables, the Supplier must:
 - (1) obtain from that person any consent that is necessary to enable the Principal to conduct the investigations described in clause 7.3(c); and
 - (2) receive notice that the Principal has no objections to that person performing work in connection with the supply of the Deliverables.
- (e) If the requirements of clause 7.3(d) are not satisfied, unless the Principal agrees otherwise, the Supplier must, to the full extent permitted by Law:

- (1) ensure that person does not carry out any work in connection with the supply of the Deliverables; and
 - (2) provide a replacement for that person as soon as reasonably possible.
- (f) The Supplier must:
 - (1) promptly notify the Principal if the Supplier becomes aware of:
 - (A) any change in the qualifications, job history or character of any of the Supplier's Personnel; or
 - (B) any other matter,that may adversely affect the suitability of any of the Supplier's Personnel to carry out work in connection with the supply of the Deliverables; and
 - (2) obtain any necessary consent from the relevant Personnel to enable the Supplier to inform the Principal of the matters referred to in clause 7.3(f)(1).
- (g) Any investigation by the Principal under this clause 7.3 will not:
 - (1) constitute waiver of any breach of this Deed; or
 - (2) affect the Supplier's obligations and its sole responsibility for the performance of this Deed and any Separate Contract.

7.4 Removal of Supplier Personnel by Principal

The Principal may require the Supplier to withdraw any one or more of the Supplier's Personnel from the supply of the Deliverables, by Notice to the Supplier and without the need to provide reasons. If the Principal gives the Supplier Notice requiring any one or more of the Supplier's Personnel to be withdrawn from the supply of the Deliverables, the Supplier must immediately, to the full extent permitted by Law:

- (a) comply with the Notice;
- (b) provide a replacement acceptable to the Principal;
- (c) ensure that the relevant person does not carry out any work in connection with the supply of the Deliverables;
- (d) ensure that the relevant person does not have access to any information in connection with the supply of the Deliverables; and
- (e) ensure that all Specifications, other documentation and Resources (if any) given to the relevant person to enable the relevant person to supply the Deliverables, are returned to the Supplier.

8 Reporting to Principal

8.1 Supplier to keep informed

The Supplier must:

- (a) keep itself fully and properly informed of all matters concerning a Purchase Order so far as is relevant to the supply of the Deliverables; and
- (b) promptly notify the Principal of all matters of which the Supplier is aware which are material to the Principal's interests.

8.2 Supplier to provide reports

- (a) The Supplier must provide reports to the Principal, in accordance with the requirements of the Reporting Schedule.
- (b) The Principal may also require the Supplier to provide a report reviewing and giving the Supplier's recommendation in respect of any matter within the scope of the supply of the Deliverables (including those matters on which the Supplier is expressly required to report under this Deed).
- (c) If the Principal requests a report under clause 8.2(b), the Supplier must provide it in writing to the Principal as soon as reasonably practicable and not later than 10 Business Days after the date of the Principal's request.

8.3 Updating of Information

The Principal may, at any time, require the Supplier to update any information previously provided by the Supplier to the Principal. Where the Supplier is required to provide updated information, the Supplier must provide that updated information to the Principal within 10 Business Days of the date of the Principal's request.

9 Audit Rights and Performance Review

9.1 Audit rights

- (a) The Supplier must maintain complete records relating to the supply of the Deliverables, including but not limited to records relating to the Service Levels, the Purchase Price and payments, for the duration of the Term and for 6 months after the termination or expiration of this Deed.
- (b) The Principal may investigate (or appoint an auditor to investigate) any matter in connection with this Deed or a Separate Contract, including costs and pricing matters, and may at any time during the Term and for 6 months after termination or expiration of this Deed, audit all files, records and invoices of the Supplier relating to the supply of the Deliverables. The Supplier must provide all reasonable assistance and must meet all reasonable costs and expenses associated with such audits.
- (c) If the Principal appoints an auditor in accordance with clause 9.1(b), the auditor will provide a report to the Principal which, at its discretion, the Principal may provide a copy of to the Supplier. The report will determine whether the auditor believes that the Supplier has complied with its obligations under this Deed or any Separate Contract, any amount necessary for the Supplier to compensate the Principal for any non-compliance with the Deed or any Separate Contract and the obligation to allot Service Credits and any other action reasonably necessary for the Supplier to take in order to comply with the Deed and any Separate Contract.

9.2 Performance review

- (a) The Supplier acknowledges and agrees that the Principal will measure its performance against the Service Levels.
- (b) The Supplier must comply with its obligations relating to the measurement and reporting of Service Levels and the remedy of breaches of the Service Levels, as outlined in the Specification.
- (c) The Principal may also undertake or have a third party undertake a review of the Supplier's performance, from time to time during the Term.
- (d) The Supplier must participate in any performance reviews conducted by the Principal or its nominee under clause 9.2(c) and must give all reasonable assistance, including by

providing to the Principal all information requested within 10 Business Days of the request.

- (e) The Supplier must implement and comply with the outcomes or indicators of any performance review conducted by the Principal or its nominee under clause 9.2(c), within 28 days of the date of being advised of the outcome of the review.
- (f) If the Principal determines in its absolute discretion that the Supplier is not meeting any or all of its obligations under this Deed or any Separate Contract and that steps are required to be undertaken to remedy such non-compliance with its obligations, the Supplier undertakes and agrees that it will use its best endeavours to comply with any reasonable request made by the Principal for rectification steps to be taken within a reasonable time.

10 Information and Resources provided by Principal

10.1 Information

The Principal will make available to the Supplier, at appropriate times, information and documents relevant to the supply of the Deliverables. Such information may include:

- (a) briefs to define the Principal's requirements;
- (b) programs to set out the key dates and locations for the supply of the Deliverables;
- (c) cost parameters applicable to the supply of the Deliverables.

10.2 Disclosure log

The Supplier acknowledges and agrees that the Principal may disclose information about this Deed in accordance with the Principal's obligations under the GIPA Act, including making certain information about this Deed publicly available in any disclosure log of contracts the Principal is required to maintain.

10.3 Access to information

- (a) The Supplier must, within 5 Business Days of receiving a written request by the Principal, provide the Principal with immediate access to the following information contained in records held by the Supplier:
 - (1) information that relates directly to the supply of the Deliverables pursuant to the Deed;
 - (2) information collected by the Supplier from members of the public to whom it provides, or offers to provide, the Deliverables pursuant to the Deed; and
 - (3) information received by the Supplier from the Principal to enable it to supply the Deliverables pursuant to the Deed.
- (b) For the purposes of clause 10.3(a), information does not include:
 - (1) information that discloses or would tend to disclose the Supplier's financing arrangements, financial modelling, cost structure or profit margin;
 - (2) information that the Supplier is prohibited from disclosing to the Principal by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
 - (3) information that, if disclosed to the Principal, could reasonably be expected to place the Supplier at a substantial commercial disadvantage in relation to the Principal, whether at present or in the future.
- (c) The Supplier must provide copies of any of the information in clause 10.3(a), as requested by the Principal, at the Supplier's own expense.

- (d) Any failure by the Supplier to comply with any request pursuant to clauses 10.3(a) or 10.3(c) will be considered a breach of an essential term and will allow the Principal to terminate the Deed by providing notice in writing of its intention to do so with the termination to take effect 5 Business Days after receipt of the notice. Once the Supplier receives the notice, and if it fails to remedy the breach within the said 7 Business Day period, to the satisfaction of the Principal, then the termination will take effect at the expiry of the said 7 Business Day period.
- (e) Nothing in clause 10.3(d) derogates from any other remedy or remedies that may be available to the Principal in respect of a breach of this Deed by the Supplier.

10.4 Consultation

- (a) The Principal will take reasonably practicable steps to consult with the Supplier before providing any person with access to information relating to the Deed, in response to an access application under the GIPA Act, if it appears that:
 - (1) the information:
 - (A) includes Personal Information about the Supplier's Personnel;
 - (B) concerns the Supplier's business, commercial, professional or financial interests; or
 - (C) concerns research that has been, is being, or is intended to be, carried out by or on behalf of the Supplier; or
 - (D) concerns the affairs of a government of the Commonwealth or another State (and the Supplier is that government);
 - (2) the Supplier may reasonably be expected to have concerns about the disclosure of the information; and
 - (3) those concerns may reasonably be expected to be relevant to the question of whether there is a public interest consideration against disclosure of the information.
- (b) If, following consultation between the Principal and the Supplier, the Supplier objects to disclosure of some or all of the information, the Supplier must provide details of any such objection (including the information objected to and the reasons for any such objection) within 5 Business Days of the conclusion of the consultation process.
- (c) In determining whether there is an overriding public interest against disclosure of the information, the Principal will take into account any objection received by the Supplier.
- (d) If the Supplier objects to the disclosure of some or all of the information but the Principal nonetheless decides to release the information, the Principal must not provide access to that information until it has given the Supplier notice of the Principal's decision and notice of the Supplier's right to have that decision reviewed.
- (e) Where the Principal has given notice to the Supplier in accordance with clause 10.4(d), the Principal must not provide access to the information:
 - (1) before the period for applying for review of the decision under Part 5 of the GIPA Act has expired; or
 - (2) where any review of the decision duly applied for is pending.
- (f) The reference in clause 10.4(e)(1) to the period for applying for review of the decision under Part 5 of the GIPA Act does not include the period that may be available by way of extension of time to apply for review.

10.5 Privacy

- (a) This clause 10.5 applies to any Personal Information collected, used, disclosed, transferred or otherwise handled by the Supplier in the course of supplying the Deliverables, or otherwise in connection with this Deed.

- (b) If the Supplier collects, uses, discloses, transfers or otherwise handles Personal Information to which this clause 10.5 applies, the Supplier must comply with, and must ensure that the Supplier's Personnel comply with:
- (1) all applicable Privacy Legislation; and
 - (2) any of the Principal's privacy policies notified to the Supplier from time to time.
- (c) Without limiting paragraph (b), the Supplier must:
- (1) only use Personal Information to which this clause 10.5 applies to the extent necessary to supply the Deliverables in accordance with this Deed;
 - (2) not disclose Personal Information to which this clause 10.5 applies to any other person without the express, prior written authority of the Principal, or (subject to clause (4) below) as expressly required by Law;
 - (3) establish, maintain and enforce appropriate policies and procedures, and associated access controls and other technological measures, to ensure that Personal Information to which this clause 10.5 applies is only accessible to those Supplier's Personnel who require such access for the purpose of performing their duties of engagement;
 - (4) without limiting clause (3) above, ensure that none of the Supplier's Personnel who have access to any Personal Information to which this clause 10.5 applies use, disclose, transfer or retain such Personal Information except to the extent necessary to perform their duties of engagement;
 - (5) co-operate with any requests or directions of the Principal concerning the storage, security, use and disclosure of Personal Information to which this clause 10.5 applies, or the rights of individuals to access and correct such Personal Information;
 - (6) notify the Principal as soon as reasonably practicable if the Supplier becomes aware that a disclosure of Personal Information to which this clause 10.5 applies may be required by Law (including under the applicable Privacy Legislation), and, prior to any such disclosure, if requested by the Principal:
 - (A) assist the Principal in obtaining a written legal opinion, from a reputable law firm or senior counsel nominated by the Principal (and for which the Principal pays), confirming that the disclosure is required by Law; and/or
 - (B) assist the Principal to prevent or limit such disclosure;
 - (7) ensure that any of the Supplier's Personnel who are required to deal with Personal Information to which this clause 10.5 applies are made aware of the obligations in this clause 10.5 and, if requested by the Principal, confirm that such Supplier's Personnel have signed written undertakings to the Supplier (in a form acceptable to the Principal) to comply with the obligations in this clause 10.5;
 - (8) without limiting any of the Supplier's obligations under this clause 10.5, or otherwise under this Deed, not do any act or engage in any practice that would breach any Privacy Legislation, or which, if done by or engaged in by the Principal, would be in breach of any Privacy Legislation applicable to the Principal ;
 - (9) as soon as reasonably practicable notify the Principal if it becomes aware of a breach of this clause 10.5; and
 - (10) on the termination or expiry of this Deed for any reason, destroy or otherwise deal with any Personal Information to which this clause 10.5 applies in accordance with the directions of the Principal.

10.6 Data protection and security

- (a) The Supplier acknowledges and agrees that its only rights in relation to the Principal's Data is the ability to access and use it strictly in accordance with this Deed except to the extent agreed by the Principal in writing.
- (b) Without limiting any other obligations under this Deed, the Supplier must:
 - (1) only access, hold, use and disclose the Principal's Data for the purpose of complying with its obligations under this Deed;
 - (2) do all things that a reasonable and prudent entity would do to protect the Principal's Data from Data Breaches and to ensure compliance with the security and privacy obligations under this Deed, including in this clause 10.6;
 - (3) store the Principal's Data in a secure location with physical and technical security measures implemented to restrict access in accordance with this Deed;
 - (4) ensure that it encrypts all of the Principal's Data held on the Supplier's or its Personnel's networks, systems or environments or before it discloses or transmits any of the Principal's Data across any ICT network, system or environment;
 - (5) not take, transfer, transmit or disclose the Principal's Data or allow the Principal's Data to be taken, transferred, transmitted, accessed or disclosed outside of Australia, unless otherwise expressly permitted under this Deed or agreed by the Principal in writing;
 - (6) not introduce any virus, malware or other malicious or harmful program or code into the Principal's ICT network whether intentionally or otherwise;
 - (7) comply with all security policies, procedures or directions that may be notified by the Principal to the Supplier from time to time regarding any aspect of the security of, or access to, the Principal's Data, the Principal's ICT network or any premises, systems or equipment where the Principal's Data is held; and
 - (8) return or permanently destroy the Principal's Data if provided a written direction by the Principal to take such action.

10.7 Data Breaches

- (a) The Supplier must immediately notify the Principal in writing of any actual or suspected:
 - (1) Data Breach; and
 - (2) breach of the security and privacy provisions in this Deed, including in this clause 10.7,which comes to its attention and regardless of the impact or cause of the breach.
- (b) Where a Data Breach occurs, the Supplier must immediately provide the Principal with the following information:
 - (1) the cause and circumstances of the breach;
 - (2) any actual or reasonably foreseeable impact of the breach, including any harm to an individual or effect on an individual's privacy;
 - (3) the steps or mitigation strategies which have already been taken by the Supplier or its Personnel to redress the breach;
 - (4) the future steps and mitigation strategies the Supplier and its Personnel propose to take to redress the breach; and
 - (5) such other information relevant to the breach as reasonably required by the Principal, including in accordance with any NSW Government Requirements.

- (c) Where requested by the Principal, the Supplier must:
 - (1) co-operate with the Principal in investigating all Data Breaches; and
 - (2) comply with any directions issued by the Principal in connection with the redress and response to the relevant breach.
- (d) The Supplier must immediately take all necessary steps and mitigation measures to reduce and mitigate the impact of any Data Breaches in accordance with the written directions of the Principal.
- (e) Subject to the Supplier's requirements at law, the Supplier must not disclose, notify or report any breaches of the data security or privacy provisions under this Deed to any third party without obtaining the prior written consent of the Principal.
- (f) The Supplier acknowledges and agrees:
 - (1) nothing in this clause 10.7 is intended to limit the obligations that the Supplier may have at law in relation to the protection of personal information and data, including any notification requirements under the *Privacy Act 1988* (Cth); and
 - (2) the Supplier's obligations under this clause 10.7 will not entitle the Supplier or its Personnel to seek any additional payment from the Principal.

10.8 Confidentiality

- (a) The Supplier must not disclose to a third party without the Principal's prior written consent (which will not be withheld if the disclosure is otherwise required by law), any Confidential Information which is:
 - (1) supplied or made available by the Principal to the Supplier, or otherwise obtained by the Supplier, in relation to the supply of the Deliverables; or
 - (2) brought into existence by the Supplier for the purpose of supplying the Deliverables.
- (b) The Supplier must:
 - (1) take or cause to be taken all precautions necessary to maintain secrecy and confidentiality and prevent disclosure of Confidential Information; and
 - (2) without limiting clause 10.8(b)(1), where necessary, obtain confidentiality agreements in a form satisfactory to the Principal from the Supplier's employees, agents and subcontractors.
- (c) The Supplier must not advertise, publish or release to the public or any unauthorised person:
 - (1) Confidential Information; or
 - (2) other information concerning this Deed, any Separate Contract, the supply of the Deliverables or the Principal's operations,without the Principal's prior written consent.
- (d) The Principal will not withhold its consent if the information is legally required to be produced.
- (e) The onus of proving that any Confidential Information was published, released or disclosed to an authorised person rests with the Supplier.
- (f) The Principal will not disclose the Purchase Price to any third party except:
 - (1) for the purposes of exercising its rights or performing its obligations under this Deed;
 - (2) as required or authorised by Law;
 - (3) as permitted or required in writing by the Supplier;
 - (4) to its advisors and insurers;

- (5) in the ordinary course of legal proceedings, including any alternative dispute resolution procedures;
- (6) to any Minister of the Crown or any direct employee of any Minister of the Crown;
- (7) to any employee or officer of the Principal;
- (8) to the extent required by the Legislative Assembly, the Legislative Council, any committee of the Parliament of New South Wales or Australia; or
- (9) to the extent required by any other New South Wales government department or agency.

10.9 Resources

- (a) The Principal will provide any Resources listed in the Specifications, in accordance with the terms and conditions set out in a Purchase Order.
- (b) The Supplier must:
 - (1) not use the Principal's Resources other than for the purposes of supplying the Deliverables;
 - (2) not part with possession, nor create or allow the creation of any Encumbrance over any of the Principal's Resources;
 - (3) keep the Principal's Resources in good and substantial repair and condition, having regard to their condition at the beginning of the service period;
 - (4) not modify the Principal's Resources;
 - (5) promptly inform the Principal of any loss, destruction or damage to any of the Principal's Resources; and
 - (6) comply with any instruction of the Principal for the forwarding or disposal of any damaged Principal's Resources.
- (c) The Supplier must indemnify the Principal for any loss or destruction of, or damage to any of the Principal's Resources:
 - (1) caused by a breach of this Deed or a Separate Contract by the Supplier or any of the Supplier's Personnel;
 - (2) caused by any unlawful or negligent act or omission of the Supplier or any of the Supplier's Personnel; or
 - (3) while in the possession of the Supplier; andany amount payable in respect of such loss, destruction, or damage is a debt due and payable by the Supplier to the Principal immediately on demand.
- (d) If the Principal's Resources are no longer required for the purposes of this Deed, or any Separate Contract, the Principal's Resources must be returned to the Principal as soon as practicable unless other arrangements are agreed by the parties.

11 Variation to supply

11.1 Variations permitted

- (a) If the Supplier becomes aware that goods or services are required which are additional or a variation of the Deliverables, or that there is a need to vary the manufacture or supply of the Deliverables, the Supplier must immediately notify the Principal in writing giving details of the nature and extent of the variation.
- (b) The Principal may, at any time, give written directions to the Supplier to vary the nature and extent of, increase, decrease or omit any part of, the Deliverables. If the Principal

issues such a written direction to the Supplier, the Supplier must vary the Deliverables as required by the Principal.

- (c) Subject to clause 11.1(d), the Principal and Supplier must agree in writing the scope and extent of the variation to the Deliverables, before the Supplier manufactures or supplies the Deliverables as varied.
- (d) If an emergency occurs where the health and safety of persons is at risk or property is threatened, the parties may agree to a verbal variation to the Deliverables. Any verbal variation to the Deliverables must be recorded in writing within 10 Business Days after the Supplier commences the manufacture or provision of Deliverables as varied.

11.2 Valuation of variations

- (a) Any variation to the manufacture or supply of the Deliverables is to be valued by agreement between the Principal and the Supplier. Failing agreement, the Principal will determine a reasonable value using the rates set out in the Pricing Schedule, where applicable. The Principal's determination is final and binding.
- (b) Despite any other provision of this Deed, the Principal is not liable to pay for any variation to the manufacture or supply of the Deliverables, unless the scope and extent of the variation has been agreed in accordance with clause 11.1(c) or 11.1(d).

12 Suspension of supply

12.1 Principal may suspend supply of Deliverables

- (a) The Principal may immediately require the Supplier to suspend the supply of the Deliverables under a Separate Contract, at any time and for any reason by giving Notice to the Supplier.
- (b) On receipt of a Notice of suspension under clause 12.1(a), the Supplier must:
 - (1) stop work as specified in the Notice;
 - (2) take all available steps to minimise its loss resulting from that suspension; and
 - (3) continue to supply the Deliverables not affected by the Notice.
- (c) If the Principal has required the Supplier to suspend the supply of the Deliverables under clause 12.1(a), the Principal may at any time give the Supplier a Notice to resume supplying the Deliverables.
- (d) The Supplier must resume supplying the Deliverables as soon as practicable after the date of the Notice referred to in clause 12.1(c).

12.2 Costs of suspension

If the Principal suspends the supply of any or all of the Deliverables under clause 12.1:

- (a) the Principal must make payments under clause 13 for Deliverables delivered pursuant to the relevant Separate Contract before the effective date of suspension;
- (b) meet the reasonable costs incurred by the Supplier and directly attributable to the suspension of the relevant Separate Contract; and
- (c) for abundant clarity, the Supplier is not entitled to any Consequential Loss connected with any suspension under clause 12.1.

13 Payment

13.1 Entitlement to Purchase Price

- (a) In consideration of the supply of the Deliverables, the Principal must pay the Supplier the Purchase Price, in accordance with this clause 13. The Purchase Price is deemed to include provision for all costs and expenses incurred by the Supplier in complying with all its obligations under this Deed including all packaging, transport, duties, taxes or levies (except GST), insurance, loading, unloading and storage costs, up to the Delivery Location.
- (b) The Principal has no liability to the Supplier to pay for the Deliverables until the Deliverables have been delivered to the Delivery Location free of any Encumbrance, in accordance with the requirements of this Deed. If payment is made by the Principal for Deliverables which have not been delivered in accordance with the requirements of this Deed, then any such payment must be held by the Supplier as trustee for the Principal until the Deliverables are provided in accordance with this Deed.

13.2 Invoices and time for payment

- (a) Within 10 Business Days after the end of each calendar month during the Term, the Supplier must submit to the Principal a valid Tax Invoice for all Deliverables supplied to the Principal in the previous calendar month, in the format required by the Principal.
- (b) The Tax Invoice must:
 - (1) specify the amount of the Purchase Price in respect of the Deliverables;
 - (2) specify details of the Purchase Order(s) under which the Deliverables were ordered and the date of delivery of such Deliverables;
 - (3) specify the amount of GST payable in respect of the supply of the Deliverables; and
 - (4) if the Supplier has supplied Deliverables under more than one Separate Contract, consolidate all such Deliverables into a single Tax Invoice.
- (c) The Principal must pay the Supplier the Purchase Price within 30 days after receipt of a Tax Invoice where:
 - (1) the amount claimed in the invoice is due for payment and correctly calculated in Australian dollars;
 - (2) the invoice is set out as an itemised account in accordance with the requirements of clause 13.2(a); and
 - (3) the Tax Invoice is accompanied by documentary evidence that signifies that the Principal has accepted the Deliverables in accordance with the relevant Separate Contract(s).
- (d) Where Deliverables have been rejected in accordance with clause 5.7 of this Deed prior to the submission of a valid Tax Invoice by the Supplier, the Tax Invoice must not specify those Deliverables which have been rejected.
- (e) Where Deliverables are rejected in accordance with clause 5.7 of this Deed after the submission of a valid Tax Invoice, the Principal is not required to pay for those Deliverables.
- (f) The Principal may, on reasonable notice, require the Supplier to vary the mode of distribution, recipients, content, form or supporting detail of Tax Invoices for all or part of the Deliverables.
- (g) The parties acknowledge that electronic receipt or receipt via facsimile in accordance with clause 23 is an acceptable means of invoicing under this Deed.
- (h) The Supplier must not invoice the Principal (and the Principal is not required to pay) for any Fees that are not correctly invoiced within 3 months of the later of date on which the

Supplier: provides the relevant Deliverables to the Principal; and is first entitled to invoice such Fees in accordance with the terms and conditions of this Deed.

13.3 Reduction in Purchase Price

- (a) The parties agree that the Purchase Price will be adjusted to reflect the application of any Service Credits, in accordance with the Specifications. The parties acknowledge and agree that any adjustment on this basis is reasonable and represents the reduced level of value provided to the Principal.
- (b) Where Service Credits are incurred in accordance with clause 13.3(a), then:
 - (1) The Supplier must adjust the next Tax Invoice, or pay to the Principal on demand by the Principal, any Service Credit that corresponds to the failure to meet the Service Level;
 - (2) The Principal may deduct any Service Credit that corresponds to the failure to meet the Service Level from the Purchase Price or any other amount payable or subsequently becoming payable to the Supplier.
- (c) The Supplier acknowledges that:
 - (1) Its failure to meet a Service Level may have a material adverse impact on the business and operations of the Principal; and
 - (2) Service Credits represent a reduction in the Purchase Price to reflect the provision by the Supplier of a lower level of service than is required under the Separate Contract and constitute a reasonable amount by which the parties agree the Purchase Price should be reduced (but do not under any circumstances constitute a penalty).
- (d) Nothing in this clause 13.3 derogates from any other remedy or remedies that may be available to the Principal.

13.4 Fee disputes

- (a) If there is a bona fide dispute about whether all or any part of the Purchase Price or any other amount contemplated by this Deed or a Separate Contract is paid or payable, the Principal may withhold the disputed amount until the dispute is resolved. The Principal agrees to notify the Supplier as soon as possible after forming the view that the Principal bona fide disputes all or any part of the Purchase Price, and in any event, before the Purchase Price is payable to the Supplier.
- (b) Clause 23 applies to a dispute of the kind referred to in clause 13.4(a).
- (c) If requested to do so by the Principal, the Supplier must promptly provide the Principal with sufficient evidence to substantiate any amount invoiced by the Supplier under this Deed or a Separate Contract that is queried or disputed by the Principal.
- (d) The Supplier must not, under any circumstances, maintain or allow any other person, entity or subcontractor to maintain a workmen's lien over any of the property of the Principal.

13.5 Set-off

- (a) The Principal may deduct from amounts due by the Principal to the Supplier any amounts due from the Supplier to the Principal whether under, or in connection with, this Deed or any Separate Contract or otherwise.
- (b) If an obligation of the Supplier is unliquidated or otherwise unascertained, then the Principal may set off, in accordance with clause 13.5(a), an amount estimated by it in good faith on account of such obligation, without prejudice to the obligation of the Supplier to pay or account for any shortfall.

13.6 Goods and Services Tax (GST exclusive prices)

- (a) A reference in this clause 13.6 to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Any amount referred to in this Deed or any Separate Contract which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.
- (c) If GST is imposed on a supply made under or in connection with this Deed or a Separate Contract, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.
- (d) If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Deed or a Separate Contract, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

13.7 Most favoured customer

The Supplier must within 1 month of each anniversary of the Commencement Date, review the Fees for the Deliverables to ensure that the Fees payable by the Principal are no less favourable than the fees and charges payable by any other customer of the Supplier for parts or services the same as or similar to the Deliverables, regardless of the volume of parts or services being acquired. If the Fees do not comply with this clause 13.7, the Supplier must notify the Principal in writing and immediately revise the Fees accordingly.

13.8 PPSA

- (a) To the extent the PPSA applies to any goods, materials or other items supplied by the Supplier to the Principal, the Supplier warrants that:
 - (1) the supply of the goods, materials or other items to the Principal does not breach any security agreement the Supplier has with a third party; and
 - (2) the supply of the goods, materials or other items to the Principal is within the ordinary course of the Supplier's business.
- (b) The Supplier indemnifies the Principal against any Claims, costs, losses or damages suffered or incurred by, the Principal directly or indirectly in connection with any infringement of, or Claim in regard to, any third party security agreement or security interest under the PPSA arising as a result of:
 - (1) the Supplier performing its obligations under this Deed; or
 - (2) goods, materials or other items supplied to the Principal by the Supplier infringing a third party's rights under the PPSA.

14 Liability and indemnity

14.1 Supplier's indemnity

- (a) The Supplier is liable for, and indemnifies the Principal against, all Loss incurred or suffered by the Principal or Claims made against the Principal, in respect of:
 - (1) personal injury to, or the death of, any person;
 - (2) loss of, damage to or loss of use of any property, including property of the Principal;
 - (3) any wrongful or negligent act or omission by or on behalf of the Supplier, including breach of this Deed or any Separate Contract by the Supplier; or

- (4) any breach by the Supplier of clause 5.3 or clauses 10.5 to 10.8, arising out of or in connection with this Deed or the supply or use of the Deliverables, including any failure to supply the Deliverables in accordance with the Specifications and the terms of this Deed and any applicable Separate Contract.
- (b) Any amount in respect of which this indemnity applies is a debt due from the Supplier to the Principal payable immediately on demand being made for it.

14.2 Cap on liability

- (a) The Supplier's indemnity under clause 14.1 is capped at [insert].
- (b) The Principal's liability arising under or in connection with this Deed or any Separate Contract is capped at [insert].

14.3 Reduction in liability

The liability of a party (**Party A**) for any loss, damage or expense incurred by another party (**Party B**) will be reduced proportionately to the extent that:

- (a) any negligent or malicious act or omission of Party B or its Personnel; or
- (b) any failure by Party B or its Personnel to comply with its obligations under this Deed, caused or contributed to the loss, damage or expense.

14.4 Alternative supplier

In the event that the Supplier fails, either wholly or partially, to supply the Deliverables to the Principal in accordance with this Deed or any Separate Contract, the Principal may retain any third party or third parties, at the Supplier's cost, to supply the Deliverables. Any such payment made to a third party or third parties is a debt due from the Supplier to the Principal payable immediately on demand being made for it.

15 Supplier's warranties

15.1 Supplier's warranties

The Supplier warrants that:

- (a) any Deliverables supplied will be of merchantable quality and fit for the purposes for which the Deliverables are to be used by the Principal, the purposes made known by the Principal or represented to the Supplier on or before the date of this Deed and the purposes for which the Deliverables are normally used;
- (b) if the Deliverables have a limited shelf life, the packaging will clearly show the expiry dates of the Deliverables and the shelf life remaining for the Deliverables, at the time of delivery to the Principal, will be reasonable having regard to the requirements of the Principal for the use of those Deliverables;
- (c) the Deliverables will be new, free from Defects in design, material and workmanship and will comply fully with the Specifications;
- (d) where the Deliverables are supplied by reference to a sample or style guide, the Deliverables will correspond with that sample or style guide;
- (e) title to the Deliverables will pass to the Principal on delivery of the Deliverables to the Principal, free of all Encumbrances and claims for retention of title in respect of the Deliverables and all components of the Deliverables;

- (f) it has conducted its own analysis and review of information provided by the Principal and has satisfied itself as to the accuracy, completeness and fitness for purpose of all information provided by the Principal upon which it places reliance;
- (g) the supply of the Deliverables by the Supplier and the use of the Deliverables by the Principal will not infringe the Intellectual Property of any third party;
- (h) it will supply the Deliverables and perform its obligations under this Deed and any Separate Contract in accordance with, and will at all times comply with, all applicable Laws;
- (i) it has all licences, authorisations, consents, approvals and permits required by applicable Laws in order to supply the Deliverables and perform its obligations under this Deed or any Separate Contract;
- (j) the Deliverables and the supply of the Deliverables will comply with the Law in Australia and any State in which they are to be delivered;
- (k) it will comply with the Service Levels or outcomes or indicators as agreed in this Deed or any Separate Contract; and
- (l) it has the skill, competence, capability and qualifications to supply the Deliverables.

15.2 Warranties separate

- (a) Each representation and warranty made under or contemplated by this Deed or any Separate Contract is to be construed independently of the others and is not limited by reference to any other representation or warranty.
- (b) The Supplier acknowledges that the Principal, in entering into this Deed and any Separate Contract, is relying on the warranties and the representations made by the Supplier in this Deed and any Separate Contract.

15.3 Warranty Period for Items

- (a) Without affecting the application of clause 15.1, the warranties given by the Supplier in clauses 15.1(a), 15.1(c) and 15.1(d) of this Deed will apply for the duration of the Warranty Period, notwithstanding that this Deed or any Separate Contract may have expired or been terminated.
- (b) During the Warranty Period, the Supplier must, on demand by the Principal, immediately remedy or correct, including by replacement of the relevant Deliverable (**a Remedy**), any breach of any such warranties, at the Supplier's cost and to the reasonable satisfaction of the Principal, regardless of whether or not such breach has at that time resulted in a failure of the Deliverables (**Warranty Services**). Any amount owing to the Principal under this clause is a debt due from the Supplier to the Principal payable immediately on demand being made for it.
- (c) Notwithstanding clauses 5.4 and 5.5, title to any Remedy shall immediately pass to the Principal upon completion of the relevant Warranty Services to which the Remedy relates.

15.4 Third party warranties

- (a) Without limiting or otherwise restricting any other provision of this Deed, the Supplier must ensure that the Principal has all benefits (including through assignment if required) of the Third Party Warranties provided in connection with the Deliverables or otherwise required by this Deed, including where such warranties continue to operate beyond the expiration of the applicable Warranty Period. If the Supplier is unable to pass the benefit of the Third Party Warranties to the Principal, the Supplier agrees to use all reasonable endeavours to assist the Principal with obtaining the benefit of such Third Party Warranties.

- (b) All Third Party Warranties, or copies thereof, must be delivered to the Principal at the times required by this Deed, or if no time is stated, then prior to delivery of the relevant Deliverables.

16 Supplier's insurances

16.1 Minimum requirements

- (a) From the Commencement Date and for the duration of the Term (or such longer period as may be specified in the Deed Details), the Supplier must hold and maintain, and must ensure that any subcontractors are beneficiaries under or otherwise hold and maintain, the following insurances:
 - (1) broad form public liability insurance;
 - (2) broad form product liability insurance;
 - (3) broad form professional indemnity insurance;
 - (4) workers' compensation insurance (as required by Law);
 - (5) any other insurances specified in Item 10 in Schedule 1 (if any); and
 - (6) any and all other insurance as the Supplier may be required to maintain under any law applicable to the Supplier.
- (b) The insurances must be:
 - (1) in terms satisfactory to the Principal;
 - (2) cover the Principal's and the Supplier's respective rights, interests and liabilities to third parties, including the liability of the Supplier to the Principal;
 - (3) for at least the amount specified in Item 7, Item 8, Item 9 or Item 10 (if applicable) in Schedule 1 for any one occurrence and unlimited in the aggregate annually as to the number of occurrences; and
 - (4) valid for the Term.

16.2 Insurance of assignees

The Supplier must ensure that, on terms satisfactory to the Principal, any assignee under clause 20.2(b) effects and maintains insurance policies on terms similar to those applicable to the Supplier's policies under this Deed.

16.3 Notices from insurer

The Supplier must ensure that each policy of insurance it affects under this Deed provides that:

- (a) whenever the insurer gives to, serves on or receives from the Supplier or a Supplier's subcontractor or assignee, an Insurance Notice, it must at the same time inform the Principal in writing that the Insurance Notice has been given to, served on or received from the relevant entity; and
- (b) the insurer may not terminate the insurance policy without giving at least 10 Business Days' prior written Notice to the Principal.

16.4 Evidence of insurance

Whenever so requested by the Principal in writing, the Supplier must within 10 Business Days provide, or procure provision of, evidence, to the Principal's reasonable satisfaction, that the Supplier or its subcontractors or assignees (as applicable) has obtained and maintained insurance required under clause 16.1 in accordance with this Deed.

16.5 Liabilities unaffected

The effecting of insurance by the Supplier or the Principal and the approval of any insurance policy, terms of insurance or insurer by the Principal does not limit any obligations or liabilities of the Supplier (including the obligation to effect the insurances required by this Deed).

17 Intellectual Property

17.1 General principle

- (a) Subject to this clause, the title to and Intellectual Property in or in relation to all Contract Material vests on their creation in the Principal.
- (b) With respect to any Contract Material, irrespective of where it is created, if requested by the Principal, the Supplier must:
 - (1) sign, execute or otherwise deal with; and
 - (2) ensure that any third party that creates any Contract Material signs, executes or otherwise deals with,any document which may be necessary to vest all rights in and title to the Intellectual Property in the Contract Material with the Principal.

17.2 Exceptions to general principle

Clause 17.1 does not apply to:

- (1) the Supplier's Background IP; or
- (2) the Supplier's internal management, financial records and working papers created in the course of the Supplier's performance of this Deed.

17.3 Licence

- (a) The Supplier grants the Principal a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence (including the right to sublicense) to use, modify and reproduce the Supplier's Background IP embodied in any of the Contract Material, for any purpose other than commercial exploitation.
- (b) The Supplier must provide all Third Party IP necessary or appropriate to supply the Deliverables. Before providing any such Third Party IP:
 - (1) the Supplier must procure licences for the Principal to use the Third Party IP with the same rights as those specified in clause 17.3(a) for the Supplier's Background IP; or
 - (2) if the Supplier cannot obtain the licences as described in clause 17.3(a), the Supplier must:
 - (i) notify the Principal of the best available commercial licence terms for that Third Party IP and not use that Third Party IP unless the Principal consents to those terms; and
 - (ii) if the Principal does not consent under clause 17.3(b)(2)(i), notify the Principal of any comparable Third Party IP and, if required by the Principal, comply with its obligations under this clause 17.3(b) in respect of the comparable Third Party IP.
- (c) The Principal grants the Supplier a non-exclusive licence to use the Contract Material solely for the purpose of supplying the Deliverables.

17.4 Indemnity

- (a) The Supplier indemnifies the Principal against all Loss arising out of or in connection with a claim by a third party that the Supplier's performance of this Deed, or the Principal's use of the Contract Material, infringes their Intellectual Property rights.
- (b) For the purposes of this clause, "infringement" includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990*, section 100 of the *Designs Act 2003*, section 183 of the *Copyright Act 1968* and section 25 of the *Circuit Layouts Act 1989* constitute an infringement.

17.5 Moral Rights

- (a) The Supplier:
 - (1) agrees not to enforce any Moral Rights that it may have; and
 - (2) must use its reasonable endeavours to procure from each author their express agreement, that they will not enforce any Moral Rights that they may have, presently or in the future, in any Contract Material, including by, but not limited to, executing any Moral Rights consents required by the Principal. If the Supplier is unable to procure from an author the consent or agreement referred to above, the Supplier must:
 - (A) notify the Principal as soon as possible; and
 - (B) not use that author's work, items or material without the Principal's approval.
- (b) The Supplier must ensure that any agreement or consent is genuinely given and not obtained by duress or by the making of any false or misleading statement. The Supplier must give the Principal the signed agreements and consents, promptly on request.

17.6 Third Party Rights

Where, in the reasonable opinion of the Supplier, any Contract Material does or is likely to infringe the rights of any third party's Intellectual Property which does or may prevent the Principal from using the Contract Material, the Contractor must, without undue delay, notify the Principal of same, and where requested by the Principal and to the Principal's reasonable satisfaction obtain such consents from the relevant third party that will allow the Principal to use the Contract Material without infringing that third party's Intellectual Property.

17.7 No promotion or advertising

- (a) The Supplier must not refer to any goods or services which it provides, or has provided, to the Principal in order to promote or advertise any of the Supplier's goods or services, without the prior written approval of the Principal.
- (b) The Supplier indemnifies the Principal against any cost, expense, loss, damage or other liability suffered or incurred by the Principal to the extent it arises from a breach by the Supplier of clause 17.7(a).

17.8 Police insignia

- (a) The Supplier must not manufacture or use police insignia, as defined in section 203(8) of the *Police Act 1990* (NSW) (**Police Act**), unless the Supplier:
 - (1) is authorised by a licence granted to the Supplier by the Commissioner of the NSW Police Force; or
 - (2) is otherwise authorised by the Commissioner of the NSW Police Force.

18 Conflict of interest

- (a) The Supplier warrants that, to the best of its knowledge after making diligent inquiry at the date of signing the Deed, no conflict of interest exists or is likely to arise in the performance of its obligations under the Deed by itself or by any of the Supplier's Personnel.
- (b) The Supplier must inform the Principal immediately of any matter connected with the supply of the Deliverables which could give rise to an actual or potential conflict of interest on the part of the Supplier or the Supplier's Personnel and take such steps as the Principal may reasonably require of the Supplier to eliminate, resolve or otherwise deal with such conflict.

19 Modern Slavery compliance

- (a) In addition to any other obligation of the Supplier under this Deed, in performance of its obligations under and in connection with this Deed, the Supplier will:
 - (1) comply with Modern Slavery Law;
 - (2) use reasonable efforts to procure that the Supplier's Personnel and its Supply Chain Participants comply with Modern Slavery Laws;
 - (3) include in its contracts with Supply Chain Participants provisions that are at least as onerous as those set out in this clause 19;
 - (4) have in place, and maintain in place at all times adequate and reasonable policies, controls, procedures and training at its own cost, designed to:
 - (A) prevent, detect, assess, and mitigate the risk; and
 - (B) remediate any instances,of Modern Slavery in its operations and Supply Chain; and
 - (5) notify the Principal promptly of becoming aware, of any actual, alleged or reasonably suspected Modern Slavery in its operations or Supply Chain.
- (b) Notwithstanding any provision of this Deed, and without prejudice to any of the Principal's accrued rights or any of its right or remedies, the Principal may terminate this Deed with immediate effect by giving written notice to the Supplier if the:
 - (1) Supplier; or
 - (2) Principal has reasonable cause to believe that the Supplier,has breached:
 - (3) this clause 19 and such breach is incapable of being remedied to the satisfaction of the Principal; or
 - (4) any Modern Slavery Law and such breach is incapable of being remedied to the satisfaction of the Principal.
- (c) Notwithstanding any provision of this Deed, if the Principal terminates this Deed pursuant to clause 19(b) or any other right of termination, the Supplier will have no claim against the Principal for lack of performance or any loss arising from non-performance under this Deed.
- (d) For the purposes of this clause:
 - (1) **Modern Slavery** means internationally recognised exploitative practices including human trafficking, slavery, slavery-like practices, servitude, forced labour, forced marriage, debt bondage, the worst forms of child labour or deceptive recruiting for labour services.
 - (2) **Modern Slavery Law** means any Law that:

- (A) creates a reporting or due diligence obligation in connection with Modern Slavery; or
 - (B) criminalises or imposes a penalty for Modern Slavery,
and that is or becomes applicable to the:
 - (C) Principal, as notified by the Principal to the Supplier in writing; or
 - (D) Supplier.
- (3) **Supply Chain** means the goods and services (including labour) that contribute to the Supplier's own goods and services, including:
- (A) goods and services sourced or used by the Supplier from any jurisdiction; and
 - (B) goods and services sourced or used by a Supply Chain Participant in any jurisdiction.
- (4) **Supply Chain Participant** means, in relation to a business, any organisation or individual involved in the chain of production and provision of particular goods or services to that business.

20 Subcontracting, assignment and novation

20.1 Subcontracting by Supplier

- (a) The Supplier must not subcontract any part of the supply of the Deliverables without the Principal's prior written consent.
- (b) Any consent by the Principal to subcontract any part of the supply of the Deliverables does not relieve the Supplier from any of its liabilities or obligations under this Deed or any Separate Contract and the Supplier is liable for any act or omission, default or negligence of any subcontractor or any employee or agent of the subcontractor as if it were the act, omission, default or negligence of the Supplier.
- (c) The Principal may, with reasonable notice to the Supplier and on reasonable grounds, require the Supplier to cease using any subcontractor.

20.2 Assignment and Novation

- (a) The Principal may at any time assign, novate, subcontract or otherwise transfer all or any part of its rights or liabilities under this Deed or any Separate contract without the consent of the Supplier. The Supplier must execute any document reasonably required by the Principal to give effect to the assignment, novation or other transfer.
- (b) The Supplier must not assign its rights under this Deed or any Separate Contract without the Principal's prior written consent.

21 Dispute resolution

- (a) This clause 21 applies to any dispute which arises between the parties in connection with this Deed or any Separate Contract, except disputes relating to the construction of this Deed including this clause 21 (**Dispute**).
- (b) Subject to clause 21(h), a party must not commence or maintain any action or proceeding in any court, tribunal or otherwise regarding a Dispute without first giving a Dispute Notice and complying with the provisions of this clause 21.
- (c) If a party considers that a Dispute has arisen, it may issue a written Notice to the other party, setting out reasonable particulars of the matters in dispute (**Dispute Notice**).

- (d) The parties must promptly hold good faith discussions between the Supplier's Representative and the Principal's Representative after issue of a Dispute Notice to attempt to resolve the Dispute (**First Level Discussions**), and must (subject to privilege) furnish to the other party all information with respect to the Dispute which is appropriate in connection with its resolution.
- (e) If the Dispute has not been resolved within 5 Business Days after commencement of First Level Discussions, the parties must attempt to resolve the Dispute by holding good faith discussion between the Supplier's [insert title] and the Principal's Group Director Strategic Procurement (**Second Level Discussions**).
- (f) If the Dispute has not been resolved within 10 Business Days after commencement of Second Level Discussions, either party may pursue its rights and remedies under this Deed as it sees fit.
- (g) The parties will continue performing their respective obligations under this Deed and the relevant Separate Contract while a Dispute is being resolved, unless the nature of the Dispute renders it impossible to do so or unless and until such obligations are terminated or expire in accordance with this Deed or the relevant Separate Contract.
- (h) Notwithstanding anything in this clause 21, a party at any time may commence court proceedings in relation to a Dispute or Claim arising in connection with this Deed or a Separate Contract where that party seeks urgent interlocutory relief.

22 Termination

22.1 Termination by Principal for insolvency or breach

- (a) The Principal may terminate the whole or any part of this Deed or a Separate Contract immediately by giving notice to the Supplier, if:
 - (1) an Insolvency Event in relation to the Supplier occurs;
 - (2) the Supplier is in breach of this Deed or a Separate Contract and has failed to rectify the breach following a written request to do so by the Principal within 5 Business Days;
 - (3) the Supplier regularly or habitually commits breaches of this Deed or a Separate Contract which when taken in total amount to a material breach of the Deed or the Separate Contract or which collectively have a material adverse effect on the operations of the Principal;
 - (4) the Supplier breaches [insert number] Service Levels within [insert timeframe];
 - (5) in the Principal's view, a conflict of interest exists for the Supplier which prevents the performance of this Deed or a Separate Contract;
 - (6) the Independent Commission Against Corruption, or similar public body, determines that the Supplier has engaged in corrupt conduct or similar activity;
 - (7) in the Principal's reasonable opinion, the Supplier has caused, or may cause, damage or harm to the Principal's or the State of New South Wales' reputation;
 - (8) if in the Principal's reasonable opinion, the Supplier has caused or may cause damage or harm to, or otherwise compromise the NSW Government Requirements.
- (b) Without limiting clause or any other provision under this Deed, the Supplier must:
 - (1) notify the Principal as soon as possible if any Insolvency Event occurs or is likely to occur;
 - (2) certify to the Principal at least annually, and more frequently as may be reasonably requested by the Principal, that there are reasonable grounds to believe that the Supplier will be able to pay its debts as and when they become due and payable; and

- (3) provide the Principal with a copy of its annual financial report and directors' report for each year of the Term.

22.2 Termination by Principal for convenience

- (a) The Supplier acknowledges and agrees that the Principal may, at any time in its absolute discretion and without providing reasons, terminate this Deed or a Separate Contract, by written notice to the Supplier, whether or not the Supplier is in default.
- (b) If the Principal terminates this Deed or a Separate Contract in accordance with clause 22.2(a), the Supplier's sole right and remedy will be to require payments in accordance with clause 22.4(b).
- (c) The Principal will not, in any circumstance, be liable for any Consequential Loss suffered by the Supplier as a result of the termination of this Deed or a Separate Contract by the Principal under clause 22.2(a).

22.3 Supplier's obligations on termination

If the Supplier receives a termination notice given under this clause 22, the Supplier must (unless the notice states otherwise) immediately:

- (a) discontinue the supply of the Deliverables; and
- (b) if the Deed has been terminated, deliver to the Principal all Confidential Information, Resources and Contract Material held by the Supplier and/or its subcontractor in respect of this Deed.

22.4 Supplier's waiver on termination

If the Principal terminates this Deed or a Separate Contract:

- (a) the Supplier waives all Claims and Loss in respect of the uncompleted portion of a Purchase Order; and
- (b) the Supplier's sole right and remedy will be to require the Principal to pay a proper valuation under this Deed of all amounts due and not previously paid to the Supplier for supply and delivery of Deliverables completed in accordance with this Deed and the Separate Contract before the notice of termination.

22.5 No right for Supplier to terminate

The Supplier:

- (a) does not have, and expressly waives, any rights it may have to terminate this Deed or a Separate Contract; and
- (b) expressly acknowledges that a failure by the Principal to perform any obligation under this Deed or a Separate Contract will not entitle the Supplier to terminate this Deed.

22.6 Consequences of termination generally

- (a) If this Deed is terminated, the Principal may in its absolute discretion terminate any Separate Contract(s).
- (b) If a Separate Contract is terminated, this Deed will continue unaffected, unless the Principal also terminates this Deed.
- (c) The termination of the Supplier's engagement under this Deed does not affect any of the Principal's other rights or remedies.
- (d) If the Supplier's engagement under this Deed is terminated under clause 22.1, the Supplier is liable for and indemnifies the Principal against any loss suffered by the Principal as a result of the termination, including any additional costs incurred by the Principal in procuring the completion of any outstanding Purchase Order.

22.7 Clauses surviving termination

This clause and clauses 9.1, 10.5, 10.6, 14, 15, 16.1 and 17 and any other obligations which are expressed to or, by their nature, survive expiry or termination of this Deed or a Separate Contract, survive expiry or termination of this Deed or a Separate Contract and are enforceable at any time at law or in equity.

23 Force Majeure Events

23.1 Force Majeure Events

- (a) A party will not be liable for any failure or delay:
- (1) in the case of the Supplier, in the performance or discharge of its obligation to provide the Deliverables pursuant to this Deed; or
 - (2) in the case of the Principal, in the performance or discharge of its obligations pursuant to this Deed,
- to the extent that such failure or delay is caused, directly or indirectly, by a Force Majeure Event, provided that such failure or delay:
- (3) is beyond the reasonable control of the non-performing party;
 - (4) could not have been prevented by reasonable precautions; and
 - (5) could not have reasonably been circumvented by the non-performing party by means of alternate sources, workarounds or by using its best endeavours.
- (b) This clause 23.1 does not apply if any Force Majeure Event is caused or contributed to by a breach of this Deed by the party claiming the Force Majeure Event.

23.2 Notification

A party whose performance or discharge of its obligations referred to in clause 23.1 is affected by a Force Majeure Event must immediately:

- (a) notify:
- (1) in the case of the Supplier, the Principal's Representative; and
 - (2) in the case of the Principal, the Supplier's Representative; and
- (b) describe in a reasonable level of detail the nature of the Force Majeure Event and its likely effect on that non-performing party's performance or discharge of its obligations under this Deed.

23.3 Response to a Force Majeure Event

- (a) On the occurrence of a Force Majeure Event, the non-performing party must use best endeavours to continue or resume performance or observance whenever and to whatever extent possible without delay, including by means of alternate sources, workarounds or other means.
- (b) The Supplier agrees that the Principal may terminate this Deed and any Separate Contract in whole or in part by notice to the Supplier if any Force Majeure Event has the result, or the potential result, that the Supplier fails to deliver any Deliverables (as reasonably determined by the Principal) for more than 3 months.

24 Notices

24.1 How and where Notices may be sent

A notice or other communication under this Deed and any Separate Contract (**Notice**) must be in writing and delivered by hand or sent by pre-paid post or email to a party at the address or the email address for that party listed in Item 11 of Schedule 1 or as otherwise specified by a party by Notice.

24.2 When Notices are taken to have been given and received

- (a) A Notice sent by post is regarded as given and received on the second Business Day following the date of postage.
- (b) A Notice delivered or received via post other than on a Business Day or after 4.00pm (recipient's time) is regarded as received at 9.00am on the following Business Day and a Notice delivered or received via post before 9.00am (recipient's time) is regarded as received at 9.00am.
- (c) Provided that in reply to a Notice sent by email the sender does not receive an 'out of office' or 'message undeliverable' (or similar) reply, Notices sent by email are deemed to have been given upon sending if sent not later than 5:00pm on a Business Day, or, if it sent later than 5:00pm on a Business Day or at any time on a day which is not a Business Day, at 9.00am hours on the next Business Day.

25 General

25.1 Governing law and jurisdiction

- (a) This Deed and any Separate Contract is governed by the laws in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Deed and any Separate Contract.

25.2 Invalidity and enforceability

If any provision of this Deed or any Separate Contract is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

25.3 Waiver

A failure or delay in exercise or partial exercise of a right arising from a breach of any provision of this Deed or any Separate Contract is not to be regarded as a waiver of that right and cannot be relied upon as a waiver of that right.

25.4 Variation

A variation of any term of this Deed or any Separate Contract must be in writing and signed by the parties.

25.5 Further action

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed or any Separate Contract and the transactions contemplated by this Deed or any Separate Contract.

25.6 Entire agreement

This Deed states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

25.7 Counterparts

This Deed may be executed in any number of counterparts.

25.8 Piggy-backing

- (a) If any government agency (as defined in the *Government Sector Employment Act 2013* (NSW)), public body (as defined in clause 6 of the *Public Works and Procurement Regulation 2014* (NSW)) or police service from another jurisdiction within Australia or New Zealand requires the Supplier to supply any of the goods or services described in the Specifications, then the Supplier agrees that it will enter into a separate agreement with that entity on the terms provided in this Deed, except for necessary changes to reflect that the goods or services are to be supplied to that other entity.
- (b) The Supplier acknowledges and agrees that the Principal:
 - (1) will not be a party to any separate agreement entered into by the Supplier with another entity pursuant to clause 25.8(a); and
 - (2) will not in any circumstances have any liability to the Supplier or to any other party arising from or in connection with the separate agreement.

25.9 Relationship of the parties

- (a) Nothing in this Deed or any Separate Contract constitutes a partnership between the parties or, except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose bind another party or contract in the name of another party.

25.10 Exercise of discretions

- (a) Unless expressly required by the terms of this Deed or any Separate Contract, the Principal is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this Deed or any Separate Contract.
- (b) The Principal may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this Deed or any Separate Contract. The Supplier must comply with any such conditions.

25.11 Exchange of information between government agencies

- (a) Subject to clause 10.8(f), the Supplier authorises the Principal and its Personnel to make information concerning the Supplier and this Deed available to other NSW government departments or agencies, including:
 - (1) any information provided by the Supplier to the Principal;

- (2) any information relating to the Supplier's performance under this Deed; and
 - (3) the terms of this Deed.
- (b) The Supplier acknowledges and agrees that:
 - (1) any information about the Supplier from any source, including substantiated reports of unsatisfactory performance, may be taken into account by the Principal and other NSW government departments and agencies in considering whether to offer the Supplier future opportunities for NSW government work;
 - (2) the communication of such information to any NSW government department or agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW); and
 - (3) the Principal has in place processes for assessing the performance of its suppliers, that these processes will apply to the Supplier's performance under this Deed and that it will participate in such process.

Schedules

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Schedule 1

Deed Details

Item	Clause ref	Term	Details
1	2.1	Principal's representative	Group Director, Strategic Procurement
		Supplier's representative	
2	3(a)	Commencement Date	
3	3(a)	Initial Term	
4	3(b)	Extension Period	
5	3(c)	Further Additional Period	
6	5.3(a)(3)	NSW Government Requirements	<p>Data breach guidance for NSW agencies (Updated September 2020) https://www.ipc.nsw.gov.au/sites/default/files/2020-09/Data_Breach_Guidance_for_NSW_Agencies_September_2020.pdf)</p> <p>[Additional policies to be inserted as required]</p>
7	16.1(b)(3)	Minimum public liability insurance	\$20,000,000
8	16.1(b)(3)	Minimum product liability insurance	\$10,000,000
9	16.1(b)(3)	Minimum professional indemnity insurance	\$10,000,000
10	16.1(a)(5) 16.1(b)(3)	Other insurance requirements	[insert as required]
11	24.1	Principal's address for Notices	<p>NSW Police Force Strategic Procurement 1 Charles Street, Parramatta NSW 2150</p>

Item	Clause ref	Term	Details
		Principal's email address for Notices	procurement@police.nsw.gov.au
		Supplier's address for Notices	
		Supplier's email address for Notices	
12	5.6	Delivery Location	Or, to be specified under each Purchase Order
13	15.3	Warranty Period	

Schedule 2

Contract Specifications

[To be inserted]

Schedule 3

Pricing Schedule

[To be inserted]

Schedule 4

Reporting Schedule

[To be inserted]

Attachment A

WHS Performance Report Template

This document sets out the performance indicators for a supplier to the NSW Police Force (**NSWPF**) to report to NSWPF on its Work Health and Safety (**WHS**) performance in supplying the deliverables.

The supplier must complete the performance report and provide it to NSWPF monthly.

The purpose of the WHS performance report is to enable the NSWPF to measure the safety performance of the supplier, to determine whether the supplier is adhering to its obligations under the WHS legislation, the commitments made in NSWPF's health & safety policies, the terms and conditions of supply between NSWPF and the supplier and procedures to be met by suppliers to NSWPF and to drive continuous improvement in performance.

Term	Definition
Objectives	Overall WHS goals relating to the NSWPF WHS policy, quantified where practicable, which lead to the achievement of continual improvement.
Performance Indicators	Performance indicators are the means by which an organisation can measure whether objectives are, or are not being met. They are measures such as rates, ratios or indices that reflect how well the health and safety management system or its elements are performing within a business unit or specific operations and in supplying the deliverables.
Targets	Specific performance steps that lead to the achievement of the objectives, quantified where practicable.
WHS legislation	<ul style="list-style-type: none">(a) those Acts, regulations, by-laws, orders, awards, proclamations, standards and codes relating to work health and safety (including the <i>Work Health and Safety Act 2011</i> (NSW), <i>Work Health and Safety Regulation 2017</i> (NSW)) with respect to the deliverables;(b) the requirements of any authority relating to work health and safety with respect to the deliverables; and(c) any directions or notices relating to work health and safety issued by any relevant authority or any code of practice or compliance code appropriate or relevant to the deliverables.

Statistic	Definition	Calculation
LTI	Lost time injury – injury or illness that results in time lost from work of one full day or shift, or greater. Excludes journey and recess claims.	No. of LTIs excluding journey and recess claims
LTIFR	Lost time injury frequency rate – indicates how frequently lost time injuries have occurred – LTIs per thousand hours worked	No. of LTIs in previous 12 months x 1,000) / (average no. of employees for previous 12 months x 2,000 hours worked per FTE or man hours in the period).
TRI	Total recordable injuries – the total number of injuries or illnesses certified by a workers compensation medical certificate.	Total number of recordable injuries
TRIFR	Total recordable injury frequency rate – the total number of injuries or illnesses certified by a workers compensation medical certificate per thousand hours worked.	$\frac{TRI \times 1000}{FTE \times 2000}$ (or man hours in the period)
NI	An incident that is notifiable to the regulator under Work Health and Safety legislation	
Dangerous Occurrences	Occasions where an incident is not notifiable and there was no injury but there was a risk to a person (s) health and safety	
Employee	Any worker who is directly employed by the supplier or one of its entities	
Contractor	Any worker contracted by the supplier or one of its entities or contracted entities	
GP	General Public – a person who has no contractual connection to any of the above descriptions	

Objectives and Performance Indicators

When setting objectives and performance indicators, consideration is given to the following:

- Terms and conditions of supply between NSWPF and the supplier;
- Public / Community commitments and initiatives;
- Operational WHS risk profiles ;
- Financial and business needs;
- Operational and process related activities;
- Available health & safety performance data e.g. injury statistics, accident rates;
- Audit findings; and
- Views of external interested parties.

The objectives are the overall goals for WHS performance and the objectives are:

- Specific;
- Measurable;
- Achievable;
- Realistic; and
- Timely.

Both short and long term objectives should be set and prioritised against the overall operational needs. Objectives at different levels or within different parts of the organisation should be aligned so they support the overall policy objectives.

NSWPF reviews progress in relation to each objective relevant to the business on a monthly (or quarterly basis) to ensure that they are being achieved.

NSWPF tracks the performance of NSWPF's suppliers, objectives, targets and safety management plans applicable to the business by gathering information from stakeholders.

Where necessary, objectives, targets and programs may be adjusted to take consideration of changes in any of the factors listed above, and the relevant safety management plans.

WHS Monthly Performance Report – Suppliers

	Month	Same month last year	Year to date	Year to date for the month last year	Comments
Number of NI					
Number of LTI: <ul style="list-style-type: none"> Employee Contractor GP 					
LTIFR					
Number of medical treatment injuries					
Number of lost work days					
Number of lost work days per worker					
Number of TRI					
TRIFR					
Number of dangerous occurrences					
Number of WHS audits					
Percentage of planned risk assessments completed					
Percentage of risk assessment recommendations implemented					
Percentage of incident investigation recommendations implemented					
Number of personnel with more than 365 days since safety training					

	Month	Same month last year	Year to date	Year to date for the month last year	Comments
Percentage of personnel with more than 6 months since last safety training					
Number of corrective actions outstanding for more than 90 days					
Days since last WHS consultative meeting/discussion					
Number of notices or orders issued by regulatory body in relation to activities					
Number of workers' compensation claims made					
Motor vehicle collisions					

WHS Status Report

Status of any injured employees, contractors or GP	
Status of rectification work to any property or plant damaged as a result of an incident	
Status of environmental damage or pollution as a result of an incident	
Amount of consultations / coordination with contractors (number of meetings and nature of consultation)	

Signing page

Executed as a Deed

<p>SIGNED, SEALED and DELIVERED for and on behalf of the NSW Police Force ABN 43 408 613 180, an agency of the Crown in right of the State of New South Wales by Group Director, Strategic Procurement, pursuant to delegation (but not so as to incur any personal liability)</p> <p>In the presence of:</p> <p>.....</p> <p>Print name of witness</p>	<p>.....</p> <p>Signature of delegate</p> <p>Date:</p> <p>.....</p> <p>Signature of witness</p>
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<p>SIGNED, SEALED and DELIVERED for and on behalf of [Company Name]</p> <p>In accordance with the Corporations Act 2001 (Cth):- per</p> <p>*section 127(1) - without affixing the Common Seal</p> <p>*section 127(2) -by affixing the Common Seal</p> <p>(* strike out inapplicable provision)</p> <p>OR</p> <p>SIGNED, SEALED and DELIVERED for and on behalf of the Company by its proper officer who hereby certifies and warrants that he/she has the necessary authority to bind the Company herein.</p> <p>.....</p> <p>Signature of Company Secretary</p> <p>Print name and address of Company Secretary</p>	<p>[Affix common seal here]</p> <p>.....</p> <p>Signature of Company Director</p> <p>Print name and address of Director</p>
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