

		(c) Professional indemnity insurance for an amount of not less than \$10 million dollars.
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List of Attachments :

General Conditions
Schedule 1 – Services
Schedule 2 – Special Conditions

Execution

By executing this document, JCU and the Consultant agree to the contract on the terms contained in the Reference Schedule,

General Conditions

Existing Material means all Material in existence prior to the commencement of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Bankruptcy Act means the Bankruptcy Act 1966 (Cth).

Business Day means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place.

Commencement Date means the date stated in Item E of the Reference Schedule or otherwise notified by JCU to the Consultant.

Completion Date means the date stated in Item F of the Reference Schedule, or for completion of a stage of the Services as may be extended in accordance with this Agreement.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated by a party as being confidential; or
- (c) a party knows or ought to know is confidential;

but does not include information that:

- (d) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;
- (e) is in the possession of a party without restriction in relation to disclosure before the information is received from the other party;
- (f) has been independently developed or acquired by a party; or
- (g) is required to be disclosed by Legislative Requirements, but only to the extent that the information is required to be disclosed.

Conflict means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through the Consultant (or its Personnel) engaging in any activity or obtaining any interest that is likely to conflict with or restrict the Consultant in performing the Services fairly and independently.

Contract Material means all Material created in the course of performance of the Services.

Deliverables means correspondence, reports, plans, drawings, designs, samples, sketches, illustrations, models, specifications, calculations, information, technical documents and other data in a format required by JCU which result from or are the product of carrying out the Services.

Schedule.

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to infringe any Moral Rights that the Consultant and/or its Personnel may have, or become entitled to, in any Contract Material or Existing Material.

11.5 Indemnity

The Consultant indemnifies JCU for any breach of the warranties contained in this clause 11.

11.6 Survival of obligations

The obligations of the Consultant under this clause 11 continue after expiry or termination of this Agreement.

12. ASSIGNMENT AND SUBCONTRACTING

12.1 Assignment or subcontracting by Consultant

The Consultant may, with the approval of JCU, subcontract part of the Services or assign the Agreement or any right, benefit or interest under the Agreement. JCU must not unreasonably withhold approval but may impose conditions on any such consent. No consent by JCU under this clause will relieve the Consultant of any of its obligations under the Agreement.

12.2 Assignment by JCU

22.2 No right or authority

The Consultant does not have the right or authority to act on behalf of or bind JCU unless the Consultant has been expressly authorised by JCU in writing to do so.

22.3 No entitlements

Apart from the Fee and subject to clause 22.4, neither the Consultant nor its Personnel is entitled to any fees, payments, commissions, bonuses, wages, holiday pay, long service leave, sick pay, termination pay or any similar entitlement from JCU. The Consultant is solely responsible for providing its Personnel with these entitlements.

If JCU becomes liable for the payment of any tax (including but not limited to PAYG Withholding, payroll tax, GST or fringe benefits tax) JCU may deduct these amounts from any monies owing to the Consultant under this Agreement. If no such monies or insufficient monies are owing, JCU may recover the amount from the Consultant as a debt.

22.4 Superannuation

If JCU is required to provide superannuation for its Personnel, JCU may deduct the amount of the superannuation contribution from any monies owing to the Consultant under this Agreement. If no such monies or insufficient monies are owing, JCU may recover the amount from the Consultant as a debt.

Schedule 2

Special Conditions

[Insert any special conditions]

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