

OFFICIAL: Sensitive

Mallee Catchment Management Authority

PO Box 5017
Mildura Victoria 3502
Telephone: (03) 5051 4377
Facsimile: (03) 5051 4379
ABN: 27 811 602 364

Date: Insert date

Agreement #: Insert SLA #

Supplier Name and Address: Insert supplier name and address

Dear Insert supplier contact person

AGREEMENT FOR [TYPE OF Grant/Incentive]

I am pleased to inform you that the Mallee Catchment Management Authority (CMA) has approved your application for the Name of Grant or Incentive Program.

Details of the approved Insert type of works to be completed works are detailed in the enclosed Agreement.

To formalise and commence the proposed activities the Mallee CMA agrees to engage [Supplier e.g. - XX] to provide such services on and subject to the terms and conditions set out in the enclosed documents as follows:

1. General Conditions for the Provision of Services;
 2. Special Conditions for the Provision of Service;
 3. Agreement Details; and
 4. Schedule 1, 2 & 3,
- together, referred to as the "Agreement".

Please note that in these documents, "Authority" means the Mallee Catchment Management Authority and the "Supplier" means Insert supplier's full formal name.

We request that the Supplier organises for both copies of this letter to be counter-signed by a person who is duly authorised to enter into this Agreement on behalf of the Supplier.

Please forward one copy of the original signed letter, together with the enclosed documents to:

Mallee Catchment Management Authority
PO Box 5017
Mildura Victoria 3502
Attention: Denise Woodford

The Agreement will commence on the date set out in Item 1 of Schedule 1 of the Agreement Details.

DELETE IF LANDOWNER The provision of funds will be subject to the completion of, or the updating of, your registration on the Mallee CMA's OH&S compliance register called Rapid Induct. Further to this a cultural heritage assessment will need to be completed (by the Mallee CMA) prior to the release of any funding. Refer to Special Conditions for the Provision of Service.

Mallee Catchment Management Authority

If you have any queries, please do not hesitate to contact Insert name of contact person at Mallee CMA on Insert phone number of contact person or Insert email address of contact person .

Yours sincerely

Jenny Collins
Chief Executive Officer

EXECUTION

EXECUTED BY THE PARTIES AS A CONTRACT

Mallee CMA

SIGNED by Jenny Collins as authorised representative
for the **MALLEE CATCHMENT MANAGEMENT**
AUTHORITY presence of:

Signature of witness

Signature of CEO

Name of witness (block letters)

Date

[Select the relevant execution box to execute the Agreement, depending on the company structure and delete unnecessary execution boxes.]

COMPANY

THE COMMON SEAL of **(name) Pty Ltd/Limited (ACN (number))** was affixed in accordance with its constitution in the presence of:

) *For use when a company executes the contract by fixing its common seal*



Signature of Director

Signature of Director/Company Secretary

Name of Director (block letters)

Date

SIGNED by **(name) Pty Ltd/Limited (ACN (number))** in accordance with the Corporations Act 2001:

) *For use when a company executes the Contract without fixing its common seal*

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Signature of Director

By executing this Contract the signatory warrants that the signatory is a director of the Contractor

Name of Director (block letters)

Date

) _____
Signature of Director/Company Secretary

By executing this Contract the signatory warrants that the signatory is a director/company secretary of the Contractor

Name of Director/Company Secretary (block letters)

SIGNED by **(name)** as authorised representative for **(name) Pty Ltd/Limited (ACN (number))** in the presence of:
)
)
)
)

) *For use when an officer of a company executes the
) he company's behalf*

Signature of witness

Name of witness (block letters)

Date

Executed by **[insert company name]** ACN [XX] in accordance with s 127(1) of the *Corporations Act 2001* (Cth) in the presence of:

Signature of authorised representative

By executing this Contract the signatory warrants that the signatory is duly authorised to execute this Contract on behalf of the Contractor

For use where the sole director is also company secretary and execution is without using a common seal

Signature of sole director and sole company secretary

Name of director and sole company secretary (print)

Who states that he/she is the sole director and the sole company secretary of the company

PARTNERSHIP

SIGNED by **(name)** as authorised representative for and on behalf of all the partners trading as **(name)** in the presence of:
)
)
)
)
)

) *For use when a duly authorised representative of a
) partnership executes the contract*

Signature of witness

Signature of authorised representative

By executing this Contract the signatory warrants that

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Mallee Catchment Management Authority

Name of witness (block letters)

the signatory is duly authorised to execute this Contract on behalf of the Contractor

Date

Date

INDIVIDUAL

SIGNED by **(name)** in the presence of:

) *For use when an individual executes the contract*
)
)
)

Signature of witness

Signature of Contractor

Name of witness (block letters)

Date

Mallee Catchment Management Authority

General Conditions for the Provision of Services

1 Term of Agreement

- (a) The Agreement begins on the Commencement Date and continues until the Completion Date, unless extended in accordance with clause 1(b) or terminated earlier in accordance with these terms. If no Completion Date is specified, the Agreement will come to an end when all Services have been completed and all payments required to be made under the Agreement have been made.
- (b) A party may, by the provision of notice in writing, request the Agreement be extended beyond the Completion Date. The Agreement may only be extended for the period or periods as agreed to by the parties in writing.

2 Provision of Services

- (a) The Supplier must provide the Services to the Authority in accordance with the Agreement, including the Specification, and any reasonable directions given by the Authority from time to time.
- (b) The Supplier must:
 - (i) complete the Services by the Completion Date and any other dates for delivery specified in Item 1 of Schedule 1;
 - (ii) provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
 - (iii) promptly notify the Authority as soon as it becomes aware of any delay or possible delay in the supply of the Services in accordance with the Agreement;
 - (iv) ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
 - (v) act in good faith and in the best interests of the Authority; and
 - (vi) provide any and all equipment necessary for the performance of the Services.

3 Price for the Services

The Rates or Fees applicable to the Services are set out in Item 1 of **Schedule 2** and are fixed for the term of the Agreement. Expenses may only be charged in accordance with **Schedule 2**.

4 Termination

- (a) The Authority may terminate the Agreement with immediate effect (or with effect from a specified date) by giving notice in writing to the Supplier if the Supplier:
 - (i) fails to provide the Services in accordance with the Agreement;
 - (ii) breaches any provision of the Agreement and, where that breach is capable of remedy, fails to remedy the breach within 10 Business Days after receiving written notice requiring it to do so (or such later date as may be specified in that notice);
 - (iii) breaches any provision of the Agreement that is not capable of remedy;
 - (iv) or any of its employees, agents or subcontractors involved in the provision of the Services commits fraud, dishonesty or any other serious misconduct;
 - (v) commits any act or does anything that may be prejudicial or otherwise detrimental to the reputation of the Authority; or
 - (vi) suffers from an Insolvency Event.
- (b) The Authority may terminate the Agreement without cause on written notice to the Supplier.
- (c) If the Agreement is terminated pursuant to clause 4(b), the Authority will pay the Supplier:
 - (i) for the Services performed in accordance with the Agreement up to the date of the termination; and

- (ii) the unavoidable and substantiated costs incurred by the Supplier as a direct result of the termination, excluding any loss of profit,

and the Authority has no other liability to the Supplier in relation to that termination.

- (d) When the Authority issues a notice under clause 4(b), the Supplier will immediately comply with any directions given in the notice and do all that is possible to mitigate its losses arising from the termination of the Agreement.
- (e) The Supplier may terminate the Agreement by giving at least 20 Business Days written notice to the Authority if the Authority fails to pay amounts due under this Agreement.
- (f) Termination or expiry of this Agreement will not prejudice any right of action or remedy which may have accrued to either party prior to termination or expiry.
- (g) On termination or expiry the Supplier must immediately, following instructions by the Authority, cease using all materials that contain any Data or Confidential Information by either destroying the materials or returning the materials at no additional cost to the Authority.

5 Invoicing and payment

- (a) The Supplier must submit to the Authority a tax invoice in respect of the Services once they are completed, or otherwise specified in Item 3 of Schedule 1 or agree to a RCTI to be created on their behalf. A tax invoice submitted for payment must contain the information necessary to be a tax invoice for the purposes of the GST Act together with such other information as the Authority may reasonably require and be sent to the address specified in Item 3 of **Schedule 1**.
- (b) The Authority will pay the invoiced amount within 30 days of receipt of an accurate invoice. However, if the Authority disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Supplier of the amount the Authority believes is due for payment. The parties will endeavour to resolve any such dispute.
- (c) Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Agreement but must be taken only as payment on account.
- (d) If the value of the contract is over \$3 million the Authority will, on demand by the Supplier, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic).

6 Failure to perform

- (a) Without limiting any other available remedy, if the Supplier fails to provide any of the Services in accordance with the Agreement, the Authority will not be required to pay for those Services (until they are provided correctly) and/or may require the Supplier to remedy any default or re-perform the Services within the time specified in a notice (which must be reasonable having regard to the nature of the Services).
- (b) If the default referred to in **clause 6(a)** is not capable of being remedied or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, the Authority may either have the Services remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by the Authority in doing so.
- (c) Nothing in this clause 6 derogates or otherwise limits any other remedy available to the Authority at Law.

7 Warranties

The Supplier warrants to the Authority that:

- (a) **(Capacity)** it has the right to enter into the Agreement and perform the Services;
- (b) **(Purpose)** where the Authority has, either expressly or by implication, made known to the Supplier any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result;

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- (c) **(Conflict)** it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement;
- (d) **(IP)** it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Services and to grant to the Authority the licences contemplated by this Agreement;
- (e) **(Trust)** it has not entered into the Agreement on behalf of a trust; and
- (f) **(No infringement)** the receipt of the Services and the possession or use of any deliverables by the Authority will not infringe the Intellectual Property Rights or other rights of any person or any Laws.

8 Liability

The Supplier must indemnify the Authority and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure to provide the Services in accordance with these Conditions or any other breach of the Agreement.

9 Intellectual Property Rights

- (a) Subject to **clause 9(c)**, all Contract Intellectual Property vests in and is the property of the Authority from the time of its creation and the Supplier irrevocably and unconditionally assigns to the Authority, free of additional charge, all of its right, title and interest in and to the Contract Intellectual Property. The Supplier must sign all documents and do all things reasonably required to ensure that such assignment is affected.
- (b) The Supplier warrants that it has or will procure from all relevant persons who are authors or makers of any Contract Intellectual Property a written assignment of all Intellectual Property Rights of such persons in the Contract Intellectual Property as necessary to give effect to **clause 9(a)** and a written consent from all individuals involved irrevocably consenting to the Authority exercising its rights in the Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals.
- (c) All Pre-Existing Intellectual Property used by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property remains the property of the Supplier or its licensors. However, the Supplier hereby irrevocably and unconditionally grants to the Authority, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property to the extent that it forms part of or is integral to any works or other items created by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property.
- (d) Data will remain (and, if necessary, will become) the property of the Authority. The Supplier will assign to the Authority from the date of creation all Intellectual Property Rights in any Data created by or on behalf of the Supplier. The Supplier must only use the Data to the extent necessary to perform its obligations under the Agreement.

10 Insurance

- (a) The Supplier must obtain and maintain insurance coverage at all relevant times and, if requested by the Authority, for a period of up to 7 years after the Services have been completed, sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the provision of the Services including professional indemnity and, if applicable, public and products liability insurance.
- (b) On request, the Supplier must provide the Authority with evidence of the currency of any insurance it is required to obtain.
- (c) Where the required insurance is due to expire, on request by the Authority, the Supplier must provide evidence of the replacement insurance prior to the expiry of the initial insurance.

11 Confidentiality and privacy

- (a) The Supplier and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any Confidential Information to any other person.
- (b) The Supplier hereby consents to the Authority publishing or otherwise making available information in relation to the Supplier (and the provision of the Services) as may be required:
 - (i) to comply with the Contracts Publishing System;
 - (ii) to other Victorian Public Entities or Ministers of the State in connection with the use of the Services;
 - (iii) to any public sector agency (of the State, any other state or territory or the Commonwealth) for the purposes of benchmarking, provided that it will not identify the Supplier;
 - (iv) to the office of the Auditor-General appointed under section 94A of the *Constitution Act 1975* (Vic) or the ombudsman appointed under the *Ombudsman Act 1973* (Vic);
 - (v) to comply with the Law, including the *Freedom of Information Act 1982* (Vic); or
 - (vi) to the IBAC.
- (c) The Supplier acknowledges that it will be bound by the Information Privacy Principles, Health Privacy Principles and any applicable Code of Practice (together, **Privacy Obligations**) with respect to any act done or practice engaged in by the Supplier in connection with the provision of the Services in the same way and to the same extent as the Privacy Obligations would have applied to the Authority in respect of that act or practice had it been directly done or engaged in by the Authority would have been bound had the relevant act been done by the Authority.
- (d) The Supplier acknowledges that the Authority is bound by the Protective Data Security Standards. The Supplier will not do any act or engage in any practice that would contravene or give rise to a breach of a Protective Data Security Standard in respect of any Data collected, held, used, managed, disclosed or transferred by the Supplier, on behalf of the Authority, under or in connection with the Agreement.

12 Access

- (a) When entering the premises of the Authority, the Supplier must and must ensure that its employees, agents and sub-contractors use reasonable endeavours to:
 - (i) protect people and property;
 - (ii) prevent nuisance;
 - (iii) act and in a safe and lawful manner;
 - (iv) comply with the safety standards and policies of the Authority (as notified to the Supplier); and
 - (v) comply with any lawful directions of the Authority or its personnel.

13 Sub-contracting

- (a) The Supplier must not sub-contract to any third person any of its obligations in relation to the Services without the prior written consent of the Authority (which may be given or withheld in its absolute discretion).
- (b) The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

14 Compliance with Law

- (a) The Supplier must, in the provision of the Services, comply with all Laws and with the lawful requirements or policy of any governmental agency relevant to, affecting or applicable to the provision of the Services.
- (b) Without limiting paragraph (a), if, in the course of providing the Services, the Supplier or an employee of the Supplier:
 - (i) supervises public sector employees;

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- (ii) undertakes work that is of a similar nature to the work undertaken by public sector employees at premises or a location generally regarded as a public sector workplace; or
 - (iii) uses or has access to public sector resources or information that are not normally accessible or available to the public,
- the Supplier must comply (and must ensure that its employees, agents and subcontractors comply (as applicable)), with the Code of Conduct as if the Supplier or its employee were a public sector employee.
- (c) The Supplier acknowledges that:
 - (i) the Supplier Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its suppliers;
 - (ii) it has read and aspires to comply with the Supplier Code of Conduct; and
 - (iii) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Supplier, whether under the Agreement or at Law.

15 Safety and Wellbeing

15.1 Compliance with laws, directions and policies

- (a) The Supplier must comply with and ensure its employees, subcontractors and agents comply with any Laws, guidelines, codes of practices, compliance codes, Australian standards and the Authority's safety and wellbeing business rules, policies and procedures which are in any way applicable to this Agreement or the performance of the Services under this Agreement.
- (b) The Supplier must cooperate with the Authority in supporting compliance with any safety and wellbeing law. The Supplier must immediately comply with any direction, instruction or requirement arising under or given pursuant to any safety and wellbeing law.

15.2 Obligations to prevent risk, injury or damage

The Supplier will so far as is reasonably practicable:

- (a) provide and maintain a working environment that is safe and without risks to health;
- (b) implement a safety and wellbeing management system to ensure compliance with safety and wellbeing laws. If requested by the Authority, the Supplier will provide the Authority with documentary evidence of its safety and wellbeing management system, and any associated documents within 14 days;
- (c) ensure that its safety and wellbeing management system is regularly reviewed and updated;
- (d) continually assess methods to eliminate or reduce so far as is reasonably practicable risks and hazards in connection with the Services;
- (e) ensure that all the Supplier's employees, agents and subcontractors are properly trained and fully understand the safety and wellbeing management system and related safety and wellbeing policies and procedures before they commence any Services under the Agreement;
- (f) ensure that all persons engaged in the Services do so under the control and management of a supervisor, trained, experienced and familiar with the Services.

15.3 Supplier must report incidents

- (a) If the Supplier is required by applicable safety and wellbeing legislation and regulations to notify the relevant regulatory authority of an incident occurring during the performance of the Agreement, the Supplier must, at the same time or as soon as possible in the circumstances thereafter notify the Authority of the incident. The Supplier shall institute proper systems of reporting, recording and analysis of injuries, property damage and incidents with a view to preventing any recurrence of the incident.

- (b) The Supplier shall, provide to the Authority copies of reports on safety and wellbeing incidents, inspections, investigations, risk assessments and corrective action.

16 GST

- (a) Terms used in this clause have the same meanings given to them in the GST Act.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with Item 1 of **Schedule 2** or these Conditions are inclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with the Agreement, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to the GST payable on or for the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of the GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with the Agreement.

17 Dispute Resolution

- (a) If any dispute arises under or in connection with this Agreement (**Dispute**), either party may at any time give written notice to the other (**Dispute Notice**) requesting that a meeting take place to seek to resolve the Dispute in good faith.
- (b) If the Dispute is not resolved in 15 Business Days it will be referred to mediation (Mediation) conducted by the Australian Disputes Centre (**ADC**) in accordance with the ADC mediation guidelines (Guidelines) with each party bearing their own cost.
- (c) If the parties fail to settle the Dispute at Mediation, the parties may agree to submit the dispute for resolution to final and binding arbitration.
- (d) The parties will continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

18 General

18.1 Order of Precedence

- (a) In interpreting the documents which describe the Services and form part of this Agreement, the following order of precedence will apply to the extent of any inconsistency:
 - (i) The Agreement Details;
 - (ii) The General Conditions for the Provision of Services; and
 - (iii) any documentations attached to the Agreement Details.

18.2 General

- (a) The Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- (b) Time is of the essence in relation to the provision of the Services.
- (c) The Agreement may only be varied or replaced by a written document executed by the parties.
- (d) If a party is required to execute a document pursuant to this Agreement, including any variation to the Agreement pursuant to clause 18(c), the parties acknowledge and consent to that document being electronically signed by each party.
- (e) A waiver of any right, power or remedy under the Agreement must be in writing and signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Agreement does not amount to a waiver.
- (f) Any provision of the Agreement which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
- (g) The Authority may set off against any sum owing to the Supplier under the Agreement any amount then owing by the Supplier to the Authority.

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- (h) Subject to clause 18(i), a party may not assign any right under the Agreement without the prior written consent of the other party. The Supplier will be responsible for acts and omissions of any assignee.
- (i) The Authority may, by notice in writing to the Supplier, assign its rights, transfer its obligations or novate the Agreement to any Victorian Public Entity in the event of any State government restructure or other re-organisation or change in policy.

19 Survival

Clauses 3, 5, 7, 8, 9, 10(a), 11, 13(b), 17, 18, 19 and 20 of this Agreement survive the termination or expiry of this Agreement or the completion of the provision of Services and may be enforced at any time.

20 Interpretation

In these Conditions, unless the context otherwise requires:

Agreement means the agreement for the provision of the Services of which the cover letter from the Authority, these Conditions and **Schedule 1-3** form part.

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the Public Holidays Act 1993 (Vic)) in Melbourne.

Code of Conduct means the Code of Conduct for Victorian Public Sector Employees 2015 (as amended from time to time) issued by the Public Sector Standards Commissioner pursuant to s 61 of the *Public Administration Act 2004*.

Code of Practice means a code of practice as defined in, and approved under, the *Privacy and Data Protection Act 2000* (Vic).

Conditions means these General Conditions for the Provision of Services.

Commencement Date means the date set out in Item 1 of Schedule 1.

Completion Date means the date set out in Item 1 of **Schedule 1**.

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to, the Authority, including any information designated by the Authority as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information:

- which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions;
- which the Supplier can demonstrate was in its possession prior to the date of the Agreement;
- which the Supplier can demonstrate was independently developed by the Supplier; or
- which is lawfully obtained by the Supplier from another person entitled to disclose such information.

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Supplier in the course of providing the Services.

Contracts Publishing System means the policy of the Victorian Government requiring publication of details of contracts entered into by Victorian Government departments, as amended from time to time.

Data means all data, information, text, drawings, statistics, analysis and other materials embodied in any form which is:

- supplied by or on behalf of the Authority in connection with this Agreement (Input Data); or
- generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Input Data, the Services or the deliverables.

Fees means a fixed fee payable to the Supplier for the provision of the Services.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cth).

Information Privacy Principles means the information privacy principles set out in the *Privacy and Data Protection Act 2014* (Vic).

Insolvency Event means, in relation to the Supplier, any of the following:

- anything that reasonably indicates that there is a significant risk that the Supplier is or will become unable to pay debts as they fall due;

- a step being taken to have a receiver, receiver and manager, liquidator or provisional or appointed to the Supplier or any of its assets; or
- the Supplier ceasing, or indicating that it is about to cease, carrying on business.

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Laws means:

- the law in force in the State and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and
- ordinances, regulations and by-laws of relevant government, semi-government or local authorities.

Overdue Amount means an amount (or part thereof) that:

- is not, or is no longer, disputed;
- is due and owing under a tax invoice properly rendered by the Supplier in accordance with these Conditions; and
- which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

Public sector employee has the same meaning as in the *Public Administration Act 2004*.

Pre-Existing Intellectual Property means any and all Intellectual Property Rights in any works, items or systems which are the property of the Supplier and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services.

Rates means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Supplier for the provision of the Services.

Services means the services (or any of them) specified in Item 8 of **Schedule 1**.

Specification means the specifications to which the Services must comply, including any relevant performance requirements, technical constraints and quality standards, as set out in Item 8 of Schedule 1.

State means the Crown in the right of the State of Victoria.

Supplier Code of Conduct means the Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time).

Victorian Public Entity means:

- a public sector body as defined in section 4 of the *Public Administration Act 2004* (Vic);
- a statutory corporation, a State owned company, a State body or a State business corporation as those terms are defined in the *State Owned Enterprises Act 1992* (Vic);
- a "Council" as defined in the *Local Government Act 1989* (Vic); or
- an entity which receives the majority of its funding from any of the entities listed in paragraphs (a) to (c) or any entity under the control of any of the entities listed in paragraphs (a) to (c).