

These terms and conditions apply to the provision of the Goods and Services by the Supplier to ANZSOG as set out in the Purchase Order and, if applicable, any Agreement. By supplying Goods and/or Services to ANZSOG pursuant to a Purchase Order the Supplier accepts these terms and conditions.

Clauses 3(b), 4, 8, 9 and 10 survive the expiration or termination of these Purchase Terms. Where the Purchase Terms are terminated pursuant to this clause 5, the Supplier will perform all of its obligations up to the effective date of termination, and ANZSOG will be liable for the fees that are payable in respect of those obligations and incurred up to that date of termination. No fees, costs or expenses will be payable by ANZSOG after the date of termination, and any pre-paid fees relating to obligations of the Supplier that were not performed or rendered prior to the date of termination shall be refunded to ANZSOG on a pro-rata basis

1. Goods and Services

The Supplier must provide the Goods and Services in accordance with these Purchase Terms (including the Purchase Order).

2. Delivery

- a) The Goods and Services must be delivered to or performed at the site identified in the Purchase Order, by the date specified in (or if no time is specified as soon as practicable and in any event within a reasonable time) the Purchase Order. ANZSOG accepts no responsibility where the Supplier provides the Goods and Services to the wrong person or at the wrong site, or fails to properly identify and record the person receiving the Goods and Services.
- b) Where Goods are provided pursuant to these Purchase Terms, clear, unencumbered and absolute title passes to ANZSOG on receipt of those Goods by ANZSOG.

3. Intellectual Property

- a) Except as set out in paragraph (b), neither party will have any claim, ownership or interest in the other party's background intellectual property.
- b) The Supplier grants to ANZSOG a non-exclusive, royalty-free and perpetual licence to use, modify and adapt any background intellectual property in or used to provide the Goods and Services.
- c) ANZSOG will own, and the Supplier assigns to ANZSOG, from the date of its creation all intellectual property that is created by the Supplier in the course of the Supplier providing the Goods and Services.

4. Warranties and Representations

The Supplier warrants, represents and undertakes to ANZSOG that:

- a) it has full power, legal right and authority to enter into and perform its obligations under these Purchase Terms, and doing so will not put the Supplier into any position where there may be a conflict of interest;
- b) it will perform its obligations under these Purchase Terms in accordance with the terms of these Purchase Terms and any reasonable instructions or directions of ANZSOG, and with all reasonable care, skill and diligence in a proper, professional, timely, cost effective and workmanlike manner;
- c) for a period of 12 months after delivery (or as otherwise agreed), any Goods and Services will be free from defects, and errors or omissions of design, materials, performance and workmanship, will be fit for the purpose for which they are provided, will be of good and merchantable quality, and may be used without risk to health or safety;

- d) it, and the Goods and Services, will not damage or destroy any part of ANZSOG's data, networks, systems, devices or computers, or introduce any viruses or similar programming effects into the same;
- e) the use by ANZSOG of any products, goods, materials or services provided in connection with the Goods and Services, and any relevant background intellectual property, will not breach any third party rights (including intellectual property rights);
- f) in providing the Goods and Services it will not be in breach of any obligation owed to any person and that it holds all licences and approvals necessary for or incidental to providing the Goods and Services; and
- g) it will keep confidential, and ensure its employees, agents and approved sub-contractors keep confidential, all confidential information relating to ANZSOG, these Purchase Terms and the Goods and Services.

5. Termination

ANZSOG can terminate all or part of these Purchase Terms:

- a) with immediate effect if any Goods or Services are provided other than in compliance with these Purchase Terms, including if they are not delivered or performed by the relevant date;
- b) for convenience on 14 days' notice to the Supplier; or
- c) where the Supplier:
 - i. breaches any provision of these Purchase Terms and fails to remedy that breach within 7 days' notice (or the breach is irremediable); or
 - ii. suffers an Insolvency Event.

6. Compliance

The Supplier, and the Goods and Services, must comply with all and not cause ANZSOG to breach any relevant laws and ANZSOG policies, including in relation to the environment, health, safety and security, and all privacy laws that bind ANZSOG (including in the same way and to the same extent those laws bind ANZSOG). ANZSOG policies can be found here: [Governance | ANZSOG](#).

7. Payment Terms

- a) ANZSOG is not obliged to pay any fees or expenses to the Supplier unless and until it is reasonably satisfied that the Supplier has provided or performed the Goods and Services in accordance with these Purchase Terms.
- b) ANZSOG will pay all correctly rendered tax invoices within 30 days of receipt of a valid tax invoice.
- c) The fees set out in the Purchase Order are fixed, inclusive of all taxes and other expenses or costs, the only amount ANZSOG is required to pay in relation to the Services or under these Purchase Terms, and include the cost of all services, functions and responsibilities that are not specifically described but which are incidental to the provision of the Goods and Services.
- d) ANZSOG may withhold from payment any invoiced amount that it disputes in good faith until the dispute is resolved.
- e) ANZSOG is entitled to set off any amount owed to the Supplier against any amount payable by the Supplier at any time in connection with these Purchase Terms.
- f) Unless stated otherwise, any amount payable under or in connection with these Purchase Terms includes an amount on account of the GST (if any) payable by the supplying party in respect of the supply. In this paragraph, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act.

8. Indemnity and insurance

- a) The Supplier indemnifies ANZSOG against all claims, demands, charges or expenses made against or incurred by ANZSOG and its employees and students as a result of any breach of these Purchase Terms by the Supplier, its employees, agents or authorised subcontractors, any wilful misconduct, or any negligent or fraudulent act or omission by the Supplier, its employees, agents or authorised subcontractors except to the extent to which such claims, demands or expenses are caused by or contributed to by ANZSOG.
- b) Except where otherwise agreed in writing by the parties, the Supplier agrees to take out and maintain:
 - I. public liability insurance to the amount of \$10,000,000; and
 - II. where the Supplier is providing professional Services of an advisory nature, professional indemnity insurance to the amount of \$2,000,000,to cover the performance of its obligations under these Purchase Terms and must provide written proof of maintenance of such insurance to ANZSOG on request.

9. Records and Audit

The Supplier must retain copies of all materials associated with the provision of the Goods and Services. ANZSOG is permitted to conduct a review of all materials held by the Supplier associated with the provision of the Goods and Services, in order to assess the Supplier's compliance with these Purchase Terms. The Supplier must provide all necessary assistance to facilitate ANZSOG's review of the materials.

10. Dispute Resolution

A party claiming that a dispute has arisen under these Purchase Terms (Dispute) must notify the other party giving written details of the Dispute. The parties agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute and will refer resolution of the Dispute to officers within each party who are authorised to hear the Dispute before commencing any legal proceedings in relation to the Dispute. Nothing in this clause will prevent a party from seeking urgent interlocutory relief.

11. Conflict of Interest

You warrant to the best of your knowledge no conflict of interest exists or is likely to arise in the performance of your obligations in providing the Deliverables. You must not, in the course of providing the Deliverables, engage in any activity likely to compromise your ability to perform your obligations under these T&Cs fairly and independently. You must immediately disclose to us any activity or circumstance which constitutes or may constitute a conflict of interest.

12. Modern Slavery

We are subject to the Modern Slavery Act 2018 (Cth) and at our request, you will cooperate and provide us with all information and assistance required by us to comply with this legislation. You will, and will ensure your Personnel and your Supply Chain Participants: comply with Human Rights; notify us within 10 days of becoming aware of any actual, alleged or suspected breach of this clause by you, your Personnel or your Supply Chain Participants; and cooperate with and assist us in relation to any investigation or legal proceedings regarding any actual or suspected breach under this clause.

13. Labour hire

This clause applies to the extent any part of the Deliverables is covered by the Labour Hire Law. You warrant that you and your Personnel are licensed to provide labour hire services under the Labour Hire Law; and by providing the Deliverables, it is not for a purpose of avoiding or circumventing the Labour Hire Law. You must, at your own cost: comply, and ensure your Personnel comply, with the Labour Hire Law; provide evidence of you and your

Personnel's licences under the Labour Hire Law (including licence numbers); cooperate and assist us in relation to any audit, investigation or legal proceedings in relation to the Labour Hire Law; ensure that any subcontracts entered into by you with your Personnel impose obligations on its them which are at least equivalent to the obligations imposed on you under this clause. You must immediately notify us in writing: if you become aware of any actual, alleged or suspected breach of the Labour Hire Law by you or your Personnel or any investigation related to you or your Personnel by the Victorian Labour Hire Licensing Authority; and if you or your Personnel's licence under the Labour Hire Law is suspended, restricted, cancelled or revoked.

13. General

- a) No variation of these Purchase Terms is effective unless made in writing and signed by each party.
- b) These Purchase Terms are governed by the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- c) Nothing in these Purchase Terms is intended to constitute a fiduciary relationship or an agency, partnership or trust, and neither party has authority to bind the other party. Supplier is responsible for its own employees, agents and authorised subcontractors and performs its obligations under these Purchase Terms at its own risk.
- d) Supplier must not assign or subcontract any part of these Purchase Terms.
- e) Each party must do all things and execute all further documents necessary to give full effect to these Purchase Terms.
- f) Any term of these Purchase Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Purchase Terms is not affected.
- g) Where there is no Agreement, these Purchase Terms (including the Purchase Order) are the entire agreement between the parties about the subject matter and replace all previous agreements, understandings, representations and warranties about that subject matter.
- h) To the extent of any inconsistency, the higher of the following documents will prevail:
 - I. any Agreement;
 - II. a Purchase Order;
 - III. any other document.