

1. Definitions:

‘City’ means the Council of the City of Sydney ABN 22 636 550 790.

‘Contract’ means (in order of priority) these terms and conditions, Schedules and any attachments.

‘Contract Period’ means the period commencing on the Commencement Date in Schedule 1 and ending on the Expiry Date in Schedule 1, unless terminated earlier in accordance with clause 20 or extended pursuant to clause 21.

‘Deliverables’ means any goods, documents, materials or information (including, but not limited to any notes, drawings, methodologies, reports or templates) in any format (whether electronic or otherwise) which the Supplier is required to provide to the City under this Contract specified in Schedule 2, and any other such items provided by the Supplier in connection with the Services.

‘Generative AI’ means a machine learning platform used to create digital content such as text, images, audio or video.

‘GST’ means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.

‘IPR’ means all present and future rights conferred in law in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, get-up, goodwill, inventions and information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, throughout the world, whether or not registrable, registered or patentable that exist or that may come to exist anywhere in the world, but excluding any Moral Rights.

‘Laws’ means all applicable laws, regulations, orders, industry codes and standards, including all WHS Legislative Requirements.

‘Moral Rights’ means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute anywhere in the world.

‘Personnel’ of a party means the officers, employees, agents, contractors and subcontractors (including their employees and contractors) of that party.

‘Prices’ means the prices for the Services and Deliverables set out in Schedule 3.

‘Schedule’ means a schedule of this Contract.

‘Services’ means all services supplied by or on behalf of the Supplier under this Contract, including the Administrative Requirements, specified in Schedule 2.

‘Site’ means any place or thing used by the City in the course of conducting its business, or any other premises owned or controlled by the City.

‘Specifications’ means (in order of priority) (a) the specifications for the Services and Deliverables set out in Schedule 2, and (b) any description of the Services and Deliverables referred to in any attachments to this Contract.

‘WHS Legislative Requirements’ means all applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time.

Any other term that starts with a capital letter and used in these terms and conditions has the meaning given to it in the Schedules.

2. Independent contractor:

- (a) The Supplier is engaged as an independent contractor and carries on its own business.
- (b) Nothing in this Contract renders the Supplier (nor its Personnel) an employee, worker, agent, partner or joint venturer of the City, and the Supplier must, and must procure that its Personnel, not hold itself out as an employee, agent, partner or joint venturer of the City.
- (c) Neither the Supplier nor its Personnel have the authority or power to bind the City or to contract in the name of or create liability against the City in any way or for any purpose.

3. Delivery: The Supplier must deliver the Services and Deliverables to the Delivery Address in accordance with the Key

Dates and the Specifications. The Supplier must disclose to the City if it has used Generative AI to deliver any part of the Services and/or Deliverables. This disclosure must occur at the time of using Generative AI and must be noted on any Services or Deliverables delivered using Generative AI.

4. Acceptance: If the Services or Deliverables do not comply with the Specifications, the City may without prejudice to any of its other rights require the Supplier at its cost to promptly modify the Services or Deliverables so that they comply with the Specifications. Execution of a delivery document or payment by the City does not constitute acceptance by the City.

5. Equipment and Sites: The Supplier is responsible for supplying all equipment, tools, materials, and facilities that may be necessary to enable the Services and Deliverables to be provided unless it expressly states otherwise in the Schedules. Any equipment, tools, materials, and Site provided by the City may only be used by the Supplier for the purposes of providing the Services. The Supplier’s occupation of any Site, and use of any equipment, tools, or materials provided by the City, will be at the Supplier’s own risk, except for any negligent act or omissions by the City.

6. Prices: In consideration of the delivery of the Services and the Deliverables, the City will pay the Supplier the Prices in accordance with the terms of this Contract. The Prices are inclusive of all costs, expenses, levies, duties, taxes (except GST, unless expressly stated to be inclusive of GST), insurance, packaging and delivery for the Services, Deliverables and Supplier’s obligations under this Contract. The Prices for those elements of the Services and Deliverables payable on a lump sum or schedule of rates basis (as applicable) are set out respectively in Part A and Part B of Schedule 3.

7. Quantities: The Supplier acknowledges that the quantity of Services and Deliverables required by the City may vary over the Contract Period and the City is under no obligation to order any specific quantities unless it expressly states otherwise in the Schedules. For Services and Deliverables that are payable on a schedule of rates basis, the City will confirm the quantities of Services and Deliverables required under this Contract by issuing one or more purchase orders.

8. Payment: The Supplier may invoice the City in accordance with the invoice frequency in Schedule 1. Each invoice must itemise the GST included in the Prices, state the City’s purchase order number, and be submitted to the address for invoices in Schedule 1. The City will pay correctly rendered invoices for Services and Deliverables that comply with the Contract requirements (less any amounts due to the City from the Supplier) in accordance with the payment terms in Schedule 1.

9. Goods and Services Tax: If GST is imposed on a supply made pursuant to this Contract, the recipient of that supply must pay the GST payable by the supplier in respect of the supply. The Supplier must ensure that any invoice provided by it to the City constitutes a tax invoice that will, where applicable, enable the City to claim any tax credits for the GST in respect of supplies to which the invoice relates.

10. Superannuation: Where the Supplier is a sole trader and superannuation contributions must be paid by the City pursuant to the *Superannuation Guarantee (Administration) Act 1992* (Cth), the City will pay the superannuation contribution for the benefit of the Supplier in addition to the Prices. Any such obligation on the City does not render the Supplier an employee of the City at common law.

11. Risk and Title: Risk in the Deliverables will pass to the City when the Deliverables are received by the City at the Delivery Address. Title in the Deliverables will pass to the City on the earlier of acceptance of, or payment for, the Deliverables by the City.

12. IPR: The parties agree that:

- (a) subject to clauses 12(c) and 12(d), the Supplier hereby assigns all IPR to the City in any Deliverables created by the Supplier or its Personnel under or in connection with this Contract (including through the use of Generative AI), at the time it is created;
- (b) the Supplier must obtain, at its cost, all necessary rights, interests, and consents from any person, including its Personnel, necessary to comply with clause 12(a);
- (c) nothing in this Contract has the effect of assigning the IPR in any material in existence prior to the Contract Period unless it expressly states otherwise in the Schedules; and
- (d) where any Deliverables created by the Supplier or its Personnel under or in connection with this Contract contains IPR that is not assigned to the City under this clause, the Supplier must obtain, at its cost, all necessary licences and consents to enable the City, its licensees, successors in title, and anyone authorised by any of them to exercise the IPR in the Deliverables for any purpose consistent with the City's statutory functions and powers.

13. Moral Rights: The Supplier must obtain from its Personnel all necessary written unconditional and irrevocable consents and waivers permitted by applicable law to any act or omission that would otherwise infringe any of their Moral Rights in the Deliverables whether occurring before or after a consent or waiver is given for the benefit of the City, its licensees, successors in title, and anyone authorised by any of them to do any acts comprised in the copyright in any Deliverables.

14. Warranty: The Supplier warrants:

- (a) that all Deliverables: (i) are new and in good condition; (ii) comply with all relevant Australian standards and industry codes; (iii) are free from defects in design, materials and workmanship; (iv) are of good and merchantable quality and fit for their intended purposes, including the purpose expressly stated in Schedule 2; and (v) comply with the Specifications;
- (b) for Services, that the Supplier will: (i) provide the Services with the degree of skill, care and diligence that would be expected of a skilled professional experienced in providing the same or similar services; (ii) ensure that the Services are fit for the purposes expressly stated in Schedule 2; (iii) comply with the Specifications; (iv) comply with all reasonable directions of the City; and (v) comply with all City conduct policies (as notified to the Supplier by the City from time to time), relevant Australian standards and industry codes; and
- (c) that the Services and Deliverables and their use and supply will not breach any obligation of confidence or infringe the IPR or privacy of any person.

15. Breach of Warranty: If the City notifies the Supplier that a Service or Deliverable fails to comply with the warranties given under this Contract, the Supplier must, without prejudice to any other rights of the City:

- (a) in the case of the warranties provided under clause 14(a), during the warranty period specified in Schedule 1, fix any non-conformity; and
- (b) in the case of any warranty provided under this Contract, promptly (at the City's option) (i) remedy that failure (including by replacing the Deliverable or resupplying any Services if necessary), (ii) provide to the City a full refund of the price paid for the relevant Deliverable or Service, or (iii) deduct in accordance with the City's directions the price paid for the relevant Deliverable or Service from any amounts owing to the Supplier.

16. Indemnity: Without limiting the City's other rights under this Contract or otherwise at law, the Supplier must indemnify the City

on demand against any claim, damage, expense, loss, cost (including reasonable legal costs) or liability (including liabilities of the City to third parties) arising out of or in connection with:

- (a) loss of, loss of use of, destruction or damage to real or personal property of the City or any third party, including existing property;
- (b) breach of confidentiality or privacy;
- (c) infringement of IPR or Moral Rights; and
- (d) injury to, or disease or illness (including mental illness) or death of, persons,

to the extent that, and in proportion to which, such claim, damage, expense, loss, cost or liability arises from a breach by the Supplier of the Contract or any negligent act or omission of the Supplier or its Personnel. The City does not need to incur any expense, loss or cost in order to claim against the indemnity claimed under this clause.

17. Limit of Liability:

17.1 Subject to clause 17.2, the Supplier's aggregate liability to the City, whether in contract, tort (including negligence) or otherwise at law, in relation to this Contract or in respect of the Services and Deliverables is limited to the amount in Schedule 1.

17.2 The limitation in clause 17.1 will not apply to limit the Supplier's liability to the City in relation to:

- (a) fraudulent or criminal conduct by the Supplier or its Personnel with respect to the Services or Deliverables;
- (b) a wilfully wrongful act or omission by the Supplier or its Personnel with respect to the Services or Deliverables;
- (c) injury to, or disease or illness (including mental illness) or death of, persons, or damage to property of third parties;
- (d) breach of confidentiality or privacy by the Supplier or its Personnel with respect to the Services or Deliverables;
- (e) infringement by the Supplier or its Personnel with respect to the Services or Deliverables of IPR or Moral Rights; or
- (f) conduct by the Supplier or its Personnel with respect to the Services or Deliverables which in the City's view exhibits reckless disregard for the consequences.

18. Insurance: The Supplier must at its own expense effect and maintain the insurances listed in Schedule 1, and ensure any subcontractors involved in the supply of the Services or Deliverables effect and maintain equivalent insurances. Policies must be issued with an insurer licensed by the Australian Prudential Regulatory Authority in Australia or holding an investment grade rating from an industry recognised rating agency such as Moodies, Standard & Poors or Bests. The Supplier must provide to the City a certificate of currency for each of the insurance policies listed in Schedule 1 prior to the Commencement Date, and on request from the City at any other time.

19. Assignment and Subcontracting: The Supplier must not novate or assign part or all of this Contract. The Supplier must not use any subcontractors for supply of the Services or Deliverables without the City's prior written consent. If the Supplier engages a subcontractor, the Supplier remains liable for the subcontractor's performance.

20. Termination:

20.1 The City may terminate this Contract:

- (a) on at least 30 days' notice for any reason in its discretion (without liability);
- (b) immediately by giving notice to the Supplier if the Supplier (i) commits a breach of this Contract which is not remedied within 7 days of written notification by the City or (ii) subject to the *Corporations Act 2001* (Cth), becomes, threatens, resolves to become or is likely to become subject to any form of insolvency, administration, receivership, bankruptcy or liquidation; or (iii) enters into any composition or arrangement with its creditors or has a receiver appointed over any of its assets or is the subject of any resolution or petition for winding up; or
- (c) in whole or in part immediately by giving notice to the Supplier if: (i) the Supplier fails to meet a Key Date; or (ii) the Supplier

fails to remedy any breach of the WHS Obligations; or (iii) the Supplier breaches its WHS Obligations more than once; or (iv) a breach of the WHS Obligations by the Supplier results in the serious injury or illness or death of any person or a dangerous occurrence (as defined in the WHS Legislative Requirements) on a Site; or (v) other damage results from the Supplier's failure to comply with the WHS Obligations; or (vi) the Supplier to fails to notify the City and to take appropriate remedial action in respect of any Modern Slavery occurrence or human rights violations detected within its operations or supply chain in accordance with clause 26.4; or (vii) there is a finding of serious wrongdoing or other misconduct involving the Supplier or an individual providing Services under this Contract in accordance with clause 29.7(b).

20.2 If the Contract is terminated pursuant to clause 20.1(a), the City must pay the Supplier for all Services and Deliverables that the Supplier has been directed to provide by the City prior to the date of termination. The Supplier is not otherwise entitled to any other payment in connection with the termination of this Contract under clause 20.1(a), including for any costs, losses (including loss of profit), or damage.

21. Further Term: The City may at its sole discretion by notice in writing to the Supplier in the six months before the Expiry Date but no later than 14 days prior to the Expiry Date, extend the Contract Period for the Further Term. If the City so extends the Contract Period, the Supplier must supply the Services and Deliverables during the Further Term on the same terms as the Contract, and at the Prices, subject to the following changes:

- (a) the start date of the Further Term will be the date immediately after the Expiry Date;
- (b) the end date of the Contract Period will be the Further Term Expiry Date specified in Schedule 1.

22. Entire Agreement: This Contract is the entire agreement between the City and the Supplier in relation to the Services and Deliverables and prevails over any other terms or conditions issued by either party, including any purchase order issued in respect of the Services or Deliverables.

23. Work Health and Safety:

23.1 *WHS Obligations:* Without limiting the Supplier's obligations under any provision of the Contract, the Supplier must comply, and must ensure that its workers (as that term is defined by the WHS Legislative Requirements), Personnel and any other person engaged or caused to be engaged by the Supplier, and any person whose activities in carrying out the Services are influenced or directed by the Supplier, comply with the WHS Legislative Requirements, including:

- (a) the WHS Requirements;
- (b) notifying the City, immediately (and in any event within 12 hours of such matter arising) of all work health and safety matters arising out of, or in any way in connection with the Services or Deliverables; and
- (c) any other directions to the Supplier regarding health, safety or the environment issued by the City from time to time, (together the '**WHS Obligations**').

23.2 *Monitoring*

The Supplier:

- (a) acknowledges and agrees that the City may carry out periodic inspections of the Supplier's compliance with the WHS Legislative Requirements (and the Supplier agrees to provide the City with reasonable access to the Site and/or information to enable such monitoring to be carried out); and
- (b) acknowledges and agrees that, by exercising its right of access, or conducting any monitoring, under this clause or otherwise, the City is not assuming any management or control of the Site or the Services and is only accessing the Site or receiving information to monitor the Supplier's compliance with its obligations under the Contract and/or the WHS Legislative Requirements.

23.3 *Breach:*

- (a) If, at any time, the City is of the opinion that the Supplier and/or

a worker or a member of the Supplier's Personnel is in breach of the WHS Obligations, the Supplier must, if directed by the City: (i) suspend, without payment, the provision of the Services in whole or in part; (ii) not resume providing any part or the whole of the Services until the Supplier fully satisfies the City; (iii) immediately remedy any breach at its own expense; (iv) remove any member of the Supplier's Personnel from the Site and/or not allow that member of the Supplier's Personnel to be involved in providing any Services under this Contract.

- (b) If the Supplier fails to comply with its obligation under clause 23.3(a)(iii) to immediately remedy the breach, the City may, in addition to its other rights and remedies, have the obligation performed by others. The cost incurred in doing so will be a debt due and payable on demand by the Supplier to the City and may be set off by the City against any amount otherwise payable to the Supplier by the City.

24. Chain of responsibility:

24.1 For the purposes of this clause:

- (a) '**Chain of Responsibility**' means legislation that extends liability for Road Law offences to all parties whose actions, inactions or demands influence conduct on the road particularly in relation to speed, fatigue, vehicle standards, vehicle roadworthiness, load restraint, and mass and dimension.
- (b) '**HVNL**' means the Heavy Vehicle National Law (NSW), regulations and other instruments under it including any codes of practice and any consolidations, amendments, re-enactments or replacements.
- (c) '**Heavy Vehicle**' has the meaning given to it in the HVNL.
- (d) '**Road Law**' means any law, regulation or rule relating to the use of a road, restrictions on driving hours (in whichever legislative instrument those requirements may appear), mass, load and restraint requirements for the carriage of goods, dangerous goods, environmental impacts and speed and traffic requirements and includes the HVNL.

24.2 The Supplier must in connection with any activity carried out under or in relation to this Contract:

- (a) comply with all Chain of Responsibility legislation and ensure that any activity relating to a Heavy Vehicle used in connection with this Contract is undertaken in accordance with all applicable Chain of Responsibility obligations (including any fatigue, speed, mass, dimension or load restraint requirements);
- (b) not ask, direct or require (directly or indirectly) the driver of a Heavy Vehicle or a party in the Chain of Responsibility to do or not do something the Supplier knows, or ought reasonably to know, would have the effect of causing the driver to contravene their Chain of Responsibility obligations, including to breach any fatigue, speed, mass, dimension or load restraint requirements;
- (c) ensure that any subcontractors (where any Heavy Vehicle activities are subcontracted under this Contract) are contractually bound by similar Chain of Responsibility obligations to those set out in this clause.

24.3 The Supplier must ensure that it has proper processes in place to manage its Chain of Responsibility obligations.

24.4 The Supplier must provide the City, upon request, with all information and documentation reasonably required by the City to monitor or audit compliance with this clause (including permitting inspections of vehicles and business premises).

25. Child Safety:

25.1 For the purposes of this clause, '**Child Safety Law**' means the *Child Protection (Working with Children) Act 2012* (NSW), the *Child Protection (Working with Children) Regulation 2013* (NSW), *Children's Guardian Act 2019* (NSW) and any other child protection law that may apply to the Supplier in connection with the Services or Deliverables to be supplied under this Contract.

25.2 The Supplier warrants that it will not be undertaking any child related work (as defined in the Child Safety Laws) in connection with this Contract. It is the responsibility of the Supplier to determine which Child Safety Laws it must comply with and ensure organisation-wide compliance.

26. Modern slavery:

26.1 For the purposes of this clause:

- (a) **'Act'** means the *Modern Slavery Act 2018* (Cth);
- (b) **'Modern Slavery'** has the meaning given to it in section 4 of the Act;
- (c) **'Modern Slavery Statement'** has the meaning given in section 12 of the Act;
- (d) **'Reasonable Steps'** includes:
 - (i) obtaining awareness of what modern slavery is, the Act and other relevant legislation and guidance in Australia;
 - (ii) undertaking activities to identify and address modern slavery risks in the Supplier's operations and supply chain (including adherence to Australian labour laws, conducting a modern slavery risk assessment and implementing a modern slavery policy);
 - (iii) without limiting paragraph (ii) above, consulting with the Supplier's contractors, subcontractors and suppliers to identify and mitigate modern slavery risks in its supply chain and labour force, including by implementing policies and procedures that reject the exploitation of migrant workers;
- (e) **'Reporting Period'** means each financial year.

26.2 The Supplier must take Reasonable Steps (having regard to the size, nature and industry of the Supplier's business) to identify, assess and address modern slavery risks within its operations and supply chains.

26.3 Where the Supplier is required to comply with the Act, a Modern Slavery Statement must be prepared and forwarded to the City for each Reporting Period, or part thereof, that falls within the Contract Period.

26.4 The Supplier must notify the City in writing as soon as practicable of any Modern Slavery occurrence or human rights violations detected within its operations or supply chain and the remedial action taken (or proposed to be taken), including actions to reduce the risk of further occurrence.

26.5 The Supplier agrees that as a result of such an incident or occurrence referred to in clause 26.4 (regardless of whether the Supplier has reported the incident to the City), the City may impose reasonable conditions on the Supplier as a condition of the Supplier continuing to provide the Services and/or Deliverables to the City under this Contract.

26.6 The Supplier agrees to provide any information reasonably requested by the City in order for the City to comply with its obligations under the *Modern Slavery Act 2018* (NSW).

27. Confidentiality:

27.1 Any information supplied to a party to this Contract (**'Recipient'**) by the other party to this Contract (**'Supplying Party'**) relating to this Contract (whether in writing or otherwise) and treated by the Supplying Party as will be the Supplying Party's information unless it is:

- (a) public knowledge at the time of its supply to the Recipient; or
- (b) in the Recipient's lawful possession prior to its supply to the Recipient.

27.2 The Recipient must keep the Supplying Party's information, safe and secure, not disclose it to any person (except Personnel of the Recipient who have a need to know or if required to disclose the information by law) and return it when it has performed all of the work under this Contract or this Contract terminates or expires, whichever is the earlier. The Supplier must not input any of the City's information into a Generative AI platform. The Supplier may not make any public statement about this Contract unless it has first obtained written consent from the City.

28. Privacy: The Supplier must not, directly or indirectly collect, use or disclose any personal information under or in connection with this Contract except to the extent necessary to provide the Services or Deliverables. The Supplier must comply with the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW) and all other applicable privacy legislation and codes, and all reasonable directions of the City. On termination or expiry of this Contract, the Supplier must promptly return to the City or, if requested by the City, destroy all copies of

any such personal information, in which case any right to collect, use or disclose that personal information ceases.

29. Public interest disclosures:

29.1 For the purposes of this clause:

- (a) **'PID Act'** means the *Public Interest Disclosures Act 2022* (NSW);
- (b) words and expressions which are not defined in this Contract, but which have a defined meaning in the PID Act, have the same meaning as in the PID Act.

29.2 This clause applies if the Supplier is engaged to provide services on behalf of the City, including where the Supplier is engaged to exercise a mention mentioned in section 81(3) of the PID Act.

29.3 The Supplier must ensure that all individuals involved in providing the Services or Deliverables under this Contract are made aware of the following:

- (a) that those individuals are public officials for the purposes of the PID Act;
- (b) how to make a voluntary public interest disclosure;
- (c) the City's public interest disclosure policy available on the City's website; and
- (d) the fact that a person who is dissatisfied with the way in which a voluntary public interest disclosure has been dealt with may be entitled to take further action under the PID Act or another Law.

29.4 The Supplier must notify the City of a voluntary public interest disclosure of which the Supplier becomes aware where either:

- (a) the disclosure relates to the City; or
- (b) the maker of the disclosure is known to be a public official associated with the City.

29.5 The Supplier must notify the City of serious wrongdoing committed, or alleged to be committed, by an individual providing the Services or the Deliverables under this Contract.

29.6 The Supplier must use its best endeavours to assist in an investigation of serious wrongdoing if requested to do so by a person dealing with a voluntary public disclosure on behalf of the City or any other agency (as defined in the PID Act).

29.7 The Supplier acknowledges that:

- (a) the City has an obligation to take corrective action under section 66 of the PID Act; and
- (b) the City has a right to terminate this Contract in response to a finding of serious wrongdoing or other misconduct involving the Supplier or an individual providing Services or Deliverables under this Contract.

29.8 If the Supplier subcontracts this Contract in whole or in part, the Supplier must ensure that the subcontract contains terms binding the person or body engaged under the subcontract that are equivalent to the terms binding the Supplier in this clause.

30. Government information (public access): In accordance with section 121 of the *Government Information (Public Access) Act 2009* (NSW), the Supplier agrees to allow the City immediate access to the following information contained in records held by the Supplier:

- (a) information that relates directly to supply of the Services and/or Deliverables by the Supplier;
- (b) information collected by the Supplier from members of the public to whom the Supplier provides, or offers to provide, services on behalf of the City; and
- (c) information received by the Supplier from the City to enable the Supplier to provide services to the public.

31. Variation: This Contract may only be varied by the agreement of the parties, in writing and signed by both parties.

32. General:

32.1 The Supplier must ensure that all Services and Deliverables comply with all applicable Laws.

32.2 Each party must comply with all applicable Laws in the performance of this Contract.

32.3 Nothing in this Contract in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

32.4 The invalidity, illegality or unenforceability of any provisions within this Contract will not affect the validity or enforceability of any other provisions or the remainder of that provision to the extent it is not invalid, illegal or unenforceable.
32.5 The laws of New South Wales apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

32.6 Clauses 12, 13, 16, 17, 27, 28, 30 and 32 survive the expiry or termination of this Contract, together with any other term which by its nature is intended to do so.
32.7 The parties acknowledge and agree to this Contract being executed electronically, and in counterparts, in accordance with the *Electronic Transactions Act 2000* (NSW).

EXECUTED AS AN AGREEMENT.

Signed for and on behalf of the Council of the City of Sydney by its duly authorised officer in the presence of:

Signature of witness

Electronic signature of:

Name of witness

Affixed by me on:

Date signed

Signature of authorised officer

Electronic signature of:

Name of authorised officer

Title of authorised officer

Affixed by me on:

Date signed

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Signed by the Supplier in accordance with section 127 of the Corporations Act 2001:

Signature of company director

Electronic signature of:

Name

Affixed by me on:

Date signed

Signature of company director/secretary

Electronic signature of:

Name

Affixed by me on:

Date signed

Signed by the Supplier in accordance with section 127 of the Corporations Act 2001:

Signature of sole company director/secretary

Electronic signature of:

Name

Affixed by me on:

Date signed

Signed by the Supplier in the presence of:

Signature of witness

Electronic signature of:

Name of witness

Affixed by me on:

Date signed

Signature of Supplier

Electronic signature of:

Name of Supplier

Affixed by me on:

Date signed

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

SCHEDULE 1 CONTRACT DETAILS

Item	Description	Details	
1.	Commencement Date	The date this Contract is signed by the City.	
2.	Expiry Date	#insert	
3.	Further Term	Duration: #Insert Further Term Expiry Date: #Insert	
4.	Supplier	Name: #Insert ABN: #Insert	
5.	Supplier Contact	Name: #Insert Title: #Insert Address: #Insert Phone: #Insert Email: #Insert	
6.	City Contact	Name: #Insert Title: #Insert Address: #Insert Phone: #Insert Email: #Insert	
7.	Invoice frequency	#Insert	
8.	Address for invoices	supplier.invoices@cityofsydney.nsw.gov.au	
9.	Payment terms	30 days from the date of receipt of the invoice by the City	
10.	Insurances	Public liability – per occurrence	\$10 million
		Product liability – per occurrence	\$10 million
		Professional indemnity	\$5 million
		Workers compensation	As required by law
		Personal accident	Where the Supplier is not required by law to effect and maintain workers compensation insurance
11.	Limit of Liability	\$5 million	
12.	Warranty Period	12 months	

SCHEDULE 2 SPECIFICATIONS

Item	Description	Details	
1.	Services	#Insert	
2.	Deliverables	#Insert	
3.	Administrative Requirements	#Insert	
4.	WHS Requirements	#Insert	
5.	Purpose of the Services and/or Deliverables	#Insert	
6.	Delivery Address	#Insert	
7.	Key Dates	Obligation / Deliverable	Due Date
		#Insert	#Insert

SCHEDULE 3 PRICES

The Supplier acknowledges and agrees that the Prices in this Schedule 3 apply to all the Services, Deliverables and Supplier obligations under this Contract whether or not a particular item is referenced in this Schedule 3, are all-inclusive, and, unless otherwise stated, apply to the Contract Period including any Further Term.

PART A: LUMP SUM PRICES

Item	Service / Deliverable	Price ex GST	Price inc GST
	#Insert		
	Total Lump Sum Price:		

PART B: SCHEDULE OF RATES

Item	Service / Deliverable	Unit (e.g. Each, Hour)	Price ex GST	Price inc GST
	#Insert			

#Insert