

# CONTRACT TEMPLATE

## e-Government Cluster Collaborative Project Agreement

### Explanatory Notes:

1. This Agreement is offered as a template, for consideration by members of the e-Government Cluster who desire to collaborate on a Project conducted under the auspices of the e-Government Cluster. It constitutes a starting point for negotiation between the Parties.
2. Each Party *is strongly recommended* to obtain their own independent legal advice before using this template or executing any binding legal agreement for any collaboration.
3. This template is not offered as legal advice in any form, nor does it constitute a recommendation by or on behalf of any specific member of the e-Government Cluster. Project Parties are free to amend any part of this template, or substitute an entirely separate form of agreement.
4. Please insert all details required to complete the Schedules. It may be appropriate to create a separate Project Details Annexure which may contain other useful information or documents about the Project.
5. Upon reaching acceptable terms for their agreement, each Party should sign the agreement and create as many copies as there are Parties to the agreement. (Each Party to retain one (1) fully executed copy.)
6. The last person who signs has to insert the date of the Agreement (page 1).

## E-GOVERNMENT CLUSTER COLLABORATIVE PROJECT AGREEMENT

### BETWEEN THE FOLLOWING PARTIES

NICTA

AND

Government Agency / Agencies

AND

Industry Party / Parties

### IN RELATION TO THE PROJECT:

# COLLABORATIVE PROJECT AGREEMENT

THIS AGREEMENT is made in triplicate, the ..... day of ..... 200....

between

**National ICT Australia Limited**, (ACN 62 102 206 173), having its registered office at Level 5, 13 Garden Street, Eveleigh, NSW 2015 ("**NICTA**"),

and

ACN ....., of .....

and

**WHEREAS:**

- A. NICTA and .....and .....are members of the Australian e-Government Technology Cluster ('Cluster'), and together desire to carry out a Collaborative Project under the auspices of the Cluster and in accordance with the terms of this Collaborative Project Agreement.
- B. The Parties wish to collaborate and to undertake the Project as described in **Schedule 1 (Project)**.

**IT IS AGREED AS FOLLOWS:**

## 1. DEFINITIONS AND INTERPRETATION

1.1

"**Agreement**" means this Agreement and all Schedules and Annexes to it.

"**Background Intellectual Property**" means Intellectual Property that, at the commencement of this Agreement, NICTA has the rights to license of, that NICTA contributes to the conduct of the Project and that is described in **Schedule 8 (Background Intellectual Property)**.

"**Commencement Date**" means the date of commencement of this Agreement as described in **Schedule 2 (Period of Agreement)**.

"**Completion Date**" means the date of expiration of this Agreement as described in **Schedule 2**.

"**Confidential Information**" means all knowledge, financial information, commercial information and other information, software, drawings, samples, devices, demonstrations, know-how and other materials of whatever description whether subject to or protected by copyright, patent, trademark registered or unregistered or otherwise, which is designated as confidential or which by its nature is confidential or which is disclosed in circumstances importing an obligation of confidence, disclosed or communicated directly or indirectly (whether in writing or orally) before and after the date of this Agreement by one Party to another.

"**Cluster**" means the Australian e-Government Technology Cluster which, at the date of this Agreement, is an unincorporated association comprised of Parties drawn from the IT industry, government, and academia- who have registered their interest and intention to participate together in accordance with the terms of reference of that association.

"**Cluster Members**" means those legal entities that have formally and in writing consented to participate in the E Government Cluster and to adhere to the terms of reference and pay the Parties' fee.

"**Deliverables**" means any progress reports and/or final reports and/or other items to be prepared by one Party and delivered to the other Party in respect of the Project as specified in **Schedule 3**.

"**Force Majeure**" means any circumstances beyond the reasonable control of one of the Parties, including but not limited to unavailability or delay in availability of personnel, equipment or transport of one of the Parties; inability or faultless delay in obtaining governmental or quasi governmental approvals, consents, permits, licences, authorities or allocations; and any delay in the execution of this Agreement.

"**Improvement**" means improvements, enhancements, modifications, adaptations and extensions to Project Intellectual Property, or Background Intellectual Property independently created by a Party after the commencement of this Agreement.

"**Intellectual Property**" means all rights, including the right to apply for registration, with respect to any creative effort resulting from intellectual activity in industrial, scientific, literary, artistic or any other fields, including but not limited to patents, patentable inventions, registered and unregistered trade marks (including service marks), copyright, circuit layouts, registered designs, registrable designs, plant variety rights, trade secrets, models, drawings, specifications, prototypes, software and Confidential Information.

"**Industry Parties**" means .....and ..... and "**Industry Party**" means any one of them, as the context requires.

....Project Officer means the person nominated in **Schedule 4** to conduct day to day liaison with NICTA, and .....on behalf of .....

..... **Project Officer**" means the person nominated in **Schedule 4** to conduct day to day liaison with NICTA, and ..... on behalf of .....

“**Milestone**” means the time at which a part of the Project is completed, or a specified time, as set out in **Schedule 6**.

“**Parties**” means Industry Parties and NICTA and “**Party**” means any one of them, as the context requires.

“**Project Intellectual Property**” means any Intellectual Property created or developed in the course of the Project and included in the Deliverables.

“**Project Manager**” means the individual person appointed by the Parties at the commencement of the Project who is named in **Schedule 1** and charged with conducting day to day liaison with Industry Parties and NICTA and with fulfilling the duties of the Project Manager, described in clause 5C.

“**Project Outcome**” means the intended outcome of the Project as described in **Schedule 1**.

“**Project**” means the work to be carried out by the Parties that is the subject of this Agreement and is described in **Schedule 1**.

“**Project Board**” means the committee established pursuant to Clause 6.

1.2 In this Agreement except to the extent that the context otherwise requires:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting individuals or persons include bodies corporate and trusts and vice versa;
- (c) headings are for convenience only and shall not affect interpretation;
- (d) reference to any document or agreement includes reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) words denoting any gender include all genders;
- (f) where any word or phrase is given a defined meaning in this Agreement any part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning; and
- (g) reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.

## **2. PROJECT**

- 2.1. The Parties agree to carry out the Project in order to achieve the Project Outcome. The tasks of each Party are respectively allocated in Schedule 6.
- 2.2. The Project shall be carried out by the persons nominated in Schedule 4 and other personnel.
- 2.3. Each Party shall use its best endeavours to assist the other Parties in the carrying out of the Project and to achieve the Project Outcome.
- 2.4. Each Party shall provide to the other Parties all materials, access to personnel, facilities or information as specified in Schedule 5, or as may reasonably be required by a Party to satisfactorily perform the Project.
- 2.5. If the Project involves people or animals then, notwithstanding any other provision of this Agreement, the Project will not be commenced unless the prior approval of the appropriate Research Ethics Committee has been obtained.

## **3. DELIVERABLES**

- 3.1. Upon completion of the Project and/or completion of any Milestone thereof, the Parties agree to provide the Deliverables to the other Parties as specified in Schedule 3. The format of any reports shall be as agreed between Industry Parties and the Project Manager.

## **4. PAYMENTS**

- 4.1. Immediately on execution of this Agreement, the parties shall be entitled to invoice each other and shall make payments to each other (after receipt of invoices) as specified in Schedule 6, Item 3 and item 4. Parties shall pay the full amount of such invoices within seven (14) days of the date of invoice.
- 4.2. All amounts for payments or other considerations are net and have not been calculated to include Goods and Services Tax within the meaning of A New Tax System (Goods and Services) Act 1999 (Cth). If Goods and Services Tax is payable on any supply or importation, the Parties agree that the amounts payable and other considerations under this Agreement will be increased by the Goods and Services Tax Applicable and Goods and Services Tax be paid within thirty days of the date of the tax invoice.

## **5. OWNERSHIP OF EQUIPMENT**

- 5.1. All plant and equipment, materials and other supplies used in the Project which:
- (a) are owned or purchased by a Party and supplied to another Party on loan, remain the property of the respective Party at the Completion Date; or
  - (b) are manufactured by a Party in the course of this project, remain the property of that Party.

## **6. GOVERNANCE OF THE PROJECT**

- 6.1. The Parties shall establish a Project Board. Membership shall consist of those initial members nominated as the Project Board in Schedule 9 and/or such other persons as nominated from time to time by the Parties.
- 6.2. The Project Board shall have the following functions, in addition to those otherwise indicated in this Agreement:
- (c) making recommendations to the Parties generally regarding the Project;
  - (d) providing guidance to the Parties such that the Project when completed will allow for a significant commercial benefit to accrue to the Australian economy;
  - (e) carrying out such other necessary and incidental functions as are ascribed to it pursuant to this Agreement or which the Parties may unanimously request it to undertake for the purposes of the Project;
  - (f) to identify and determine the contribution of each Party to the Project Intellectual Property assessed on the basis of cash and in-kind contributions of the Parties;
  - (g) to review and direct the performance of the Project to achieve the Project Outcome;
  - (h) to review the progress reports from all Parties of the Project; and
  - (i) define and agree upon proposed modifications of or extensions to the Project to achieve the Project Outcome, provided however that the Project will only be modified or extended if each Party has approved such amendment.
- 6.3. The chairperson of the Project Board shall ensure that:
- (a) the Project Board meets at least once in every three (3) months during the period of the Project to carry out its functions; and
  - (b) the minutes of such meetings be kept and made available to the members of the Project Board and the Cluster on request.

## **7. PROJECT MANAGER**

- 7.1. The Project Manager shall initially be the person nominated in Schedule 4 and may be replaced at any time by the Project Board.
- 7.2. The Project Manager shall be responsible for the following duties:
- a) co-ordination of the Project;
  - b) ensure that the Project is carried out in compliance with Clause 2 and the schedules referenced therein;
  - c) report: to the Project Board as and when required to achieve the Project Outcome and at other times as requested by the Project Board; and report to the Cluster Steering Committee as and when required.

## **8. INTELLECTUAL PROPERTY**

- 8.1. The ownership of any Party Intellectual Property and Background Intellectual Property shall not be altered or transferred merely by virtue of its use in the Project.
- 8.2. All Project Intellectual Property shall be owned by the Parties in accordance with the division of ownership shown in Schedule 3.
- 8.3. Each Party grants to the other Parties a royalty-free, non-exclusive licence to use their Background Intellectual Property and their Project Intellectual Property solely for purposes of conducting the Project, and only during the Period of the Agreement.
- 8.4. The grant of the Intellectual Property rights to a Party pursuant to Clauses 8.2 and 8.3 is subject to
- a) the receipt of all payments referred to in Clause 4; and
  - b) the Parties are not otherwise in breach of any condition of this Agreement.

- 8.5. In the event of commercial exploitation of the Project Intellectual Property by a Party (“the Commercialising Party”), the Parties agree to negotiate in good faith the terms of any license of Project Intellectual Property which may be required as between them and the royalties or other share of net proceeds received by the Commercialising Party as the result of such commercial exploitation.

## **9. DELIBERATELY OMITTED**

## **10. IMPROVEMENTS**

- 10.1. In the event that a Party or its officers, employees or sub-contractors invent, discover, control, possess or be aware of any Improvement that Party shall forthwith communicate the details thereof in its possession to the other Parties giving full particulars. The obligation to disclose Improvements shall be in force from the Commencement Date until Completion Date.
- 10.2. Each Party shall own Improvements made by that Party. The other Parties shall have the right to a perpetual, royalty-free, non-exclusive licence to use the Improvement for non-commercial purposes and the right to enter into a licence to use, manufacture, have manufactured, market and sell any products or processes using the Improvement for such territory, exclusivity, duration, Field of Use, products and processes and under normal commercial terms and conditions to be negotiated in good faith between the Parties.

## **11. PATENTING**

- 11.1. In the event of the Project resulting in a patentable invention, the owner of that invention shall determine what, if any, patent applications shall be made in respect thereof and in which countries such applications shall be made. Unless otherwise agreed between the Parties, the Party who owns the invention shall be responsible for the registration and renewal of patent applications. All costs arising from the registration and renewal of patent applications in accordance with this Clause shall be born by Party who owns that invention.
- 11.2. Each Party agrees that it will give to the other Party all information and assistance in its power to facilitate any patent application made in any country in relation to Project Intellectual Property and that it will sign, execute and deliver any documents, forms and papers required to be produced or obtained in connection with any such application.

## **12. INFRINGEMENTS**

- 12.1. The Parties must promptly notify each other of any claim or allegation that the exercise of any rights granted under this Agreement or the use of Project Intellectual Property or Background Intellectual Property constitutes an infringement of Intellectual Property rights of any third Party, and any third Parties’ infringement of the rights of any Project Intellectual Property or Background Intellectual Property, of which they become aware.

## **13. CONFIDENTIALITY**

- 13.1. Each Party to this Agreement, its directors, officers, employees, students, agents and representatives shall respect and hold in confidence and not disclose to third Parties in any way Confidential Information relating to Project, which is disclosed to it by another Party, and not use such Confidential Information for any purpose except the Project.
- 13.2. A Party will not use, and will ensure that its directors, officers, employees, students, agents and representatives do not use, Confidential Information other than for the purposes for which it is disclosed to it.
- 13.3. Each Party shall, on the written request from another Party, deliver to the Party making that request all Confidential Information of that Party which is at the time of the request in a recorded form and which is in that Party’s possession or control.
- 13.4. Each Party shall assume responsibility for the actions of its directors, employees, students, agents and representatives who have access to the Confidential Information from time to time and shall ensure that they are aware of and strictly bound by the confidentiality obligations created under this Agreement.
- 13.5. Confidential Information shall not include information that:
- a) at the time of disclosure is or thereafter becomes a part of the public domain through no act or error of the receiving Party or is a compilation of material in the public domain;

- b) is received by a Party from a third Party lawfully in possession thereof and who has the lawful power to disclose such Confidential Information to the receiving Party;
  - c) is officially Approved in writing for release by the disclosing Party; or
  - d) was otherwise in the lawful possession of the receiving Party prior to disclosure as shown by competent evidence.
- 13.6. The Party intending to rely on any of the exceptions stated in Clause 13.5 shall bear the onus of proof that the exception applies.
- 13.7. The confidentiality obligations under this Agreement shall remain in force for a period of five years from the date of the signature of this Agreement or of the date the last Confidential Information has been communicated by one Party to another with respect to the Project, whichever is the later date.

## **14. PUBLICATION**

- 14.1. Each Party may publish material relating to the Project provided that:
- a) all material prepared for publication by a Party which arises from the Project shall be submitted to all the Parties for permission to publish at least thirty (30) days prior to submission for publication or disclosure to a third Party which permission shall not be unreasonably withheld; and
  - b) if at any time during the said period of thirty (30) days a Party requests that it not to proceed with publication or disclosure of the material in the form submitted then the Party desiring to publish shall either
    - (i) amend the material as requested by the other Parties; or
    - (ii) delay publication or disclosure for a period not exceeding 12 months.
- 14.2. If no response is received within the time frame mentioned under Clause 14.1a), it shall be deemed that Parties have Approved the publication.
- 14.3. Notwithstanding any other provision of this Agreement, NICTA has the unfettered right to publish information about the Project including the use of names and logos of Industry Parties in order to publicise and promote the Cluster. .... and ..... may publish information about the Project provided any such material is first approved by the Project Manager.

## **15. OTHER ACTIVITIES**

- 15.1. Except for the confidentiality restrictions of Clause 13, this Agreement shall not restrict the right of any Party to provide consultancy, research or other services to third Parties.

## **16. ADVERTISING**

- 16.1. Subject to clause 14, none of the Parties shall use the other Parties' names in any advertising or other promotional material without the prior written permission of the respective Party.

## **17. WARRANTIES**

- 17.1. Each Party shall ensure that the Project is provided with the due care, diligence and skill reasonably expected of professional persons providing services of the kind described. The Parties make no other warranty or assurances with respect to the Project or any other work carried out in relation to this Agreement, or to its quality, accuracy or suitability for any purpose.
- 17.2. The Parties do not warrant the validity of any patent or other intellectual property rights that may arise from or are connected with this Agreement.
- 17.3. The Parties represent and warrant that they have the power to enter into this Agreement and to perform their obligations under it and that the performance of its obligations under this Agreement will not to its knowledge and belief infringe any Intellectual Property of a third Party.
- 17.4. None of the Parties shall knowingly infringe the Intellectual Property rights of any third Party.

## **18. LIABILITY and INDEMNITY**

- 18.1. If, apart from a warranty or condition given in this Agreement, any warranty or condition would be implied, whether by law, custom or otherwise, that warranty or condition is, to the fullest extent permitted by law, hereby excluded. Subject to any contrary provision in any law of the Commonwealth of Australia or any State or Territory, the Parties agree that a Party's total liability to the other Parties ("Claiming Party") for any loss or damage arising directly or indirectly from or in connection with the provision of the Project or any other matter arising therefrom shall be limited, at the sole discretion of that Party ("Defaulting Party") to either
- a) the provision of the Project tasks again; or
  - b) the payment to others to perform the Project again; or
  - c) the refund of the fee paid or payable for the provision of the Project,
- provided that a defect or fault due to bad workmanship or material is proved and the Deliverables are returned to the Defaulting Party within 12 months of its receipt thereof by the Claiming Party. The Parties acknowledge that all warranties herein will be void if the Claiming Party or any person on the Claiming Party's behalf modifies, or alters in any way, the Deliverables without the prior written approval of the Defaulting Party.
- 18.2. Each Party ("Indemnified") hereby irrevocably and unconditionally indemnifies and agrees to keep indemnified the other Parties and their respective directors, officers, employees, students, agents and representatives ("Indemnified") from and against any and all liability, loss, harm, damage, cost or expense (including legal fees), howsoever arising that the Indemnified may suffer, incur or sustain as a result of any unlawful, willful or negligent act or omission of the Indemnifier or any of its directors, officers, employees, students, agents or representatives in respect of a contract with a third Party or otherwise in connection with the Project.
- 18.3. Notwithstanding any other provision herein, none of the Parties shall be liable to the other Parties by way of indemnity or by reason of any breach of contract or statutory duty or by reason of tort (including but not limited to negligence) for consequential, indirect or special damages whatsoever that may be suffered by the other Parties, including but not limited to loss of business profits, anticipatory profits, business interruption or loss of business information.

## **19. INSURANCE**

- 19.1. Each Party shall effect and maintain adequate insurance against any and all liability relating to Project and such insurance shall cover each Party's statutory Work Cover liabilities, all risks with respect to liabilities referred to in Clause 18, occupier's liability and any other liabilities which may arise out of this Agreement.
- 19.2. Each Party may require the other Parties from time to time to produce a certificate of currency or other satisfactory evidence of insurance cover and each Party shall promptly notify the other Parties of any alteration to the terms of any policy.

## **20. FORCE MAJEURE**

- 20.1. Where a Party is prevented or delayed, wholly or in part, in performing any of its obligations under this Agreement by Force Majeure, and that Party:
- a) gives the other Parties prompt notice of the circumstances constituting the Force Majeure including particulars of the performance of obligations which is hereby delayed or prevented; and
  - b) uses all reasonable diligence to remove that Force Majeure as quickly as possible,
- the Party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligation for so long as the circumstances of prevention or delay may continue.
- 20.2. The requirement that any Force Majeure shall be removed with all reasonable diligence shall not require settlement of strikes, lockouts or other labour disputes, or claims or demands by any government, or terms contrary to the wishes of the Party affected.
- 20.3. An obligation to pay money is not excused by Force Majeure.
- 20.4. If after a period of six (6) months the Force Majeure has not ceased, the Parties shall meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution to the problem and then each Party may at any time thereafter, and provided that such performance or punctual performance is still excused, forthwith by notice to the other Parties terminate this Agreement under the conditions as set out in Clauses 21.6 and 21.7.

## 21. TERM AND TERMINATION

- 21.1. This Agreement shall commence on and be completed on the dates specified in Schedule 2 (Period of Agreement).
- 21.2. This Agreement may be terminated at any time by mutual written agreement between the Parties.
- 21.3. A Party may terminate this Agreement by giving prior written notice to the other Parties if another Party (“Defaulting Party”):
- a) fails to pay the amounts due under this Agreement;
  - b) is in breach of any material condition of this Agreement; or
  - c) becomes bankrupt or insolvent, or have a receiving order made against it, or compound with its creditors, or being a corporation commence to be wound up, not being a member’s voluntary winding up for the purpose of amalgamation or reconstruction, or have an administration order made against it, or carry on its business under an administrator or a receiver or manager for the benefit of its creditors or any of them.
- 21.4. Termination shall, except in the event of Clause 21.3(c), only become effective if the terminating Party has issued to the other Parties concerned a notice specifying the circumstance said to give rise to termination which allows the Defaulting Party a period of thirty (30) days to remedy this circumstance and the Defaulting Party has failed to remedy the circumstance within that time.
- 21.5. The provisions of Clauses **Error! Reference source not found.** (Ownership of Equipment), 8 (Intellectual Property), 10 (Improvements), 11 (Patenting), 12(Infringements), 13 (Confidentiality), 14 (Publication), 15 (Other Activities), 16 (Advertising), 18 (Liability and Indemnity), 19 (Insurance), 21.6(Term and Termination) and 23 (Dispute Settlement) shall survive and be of full effect after expiration or termination of this Agreement.
- 21.6. Any termination of this Agreement pursuant to Clause 21.3 shall be without prejudice to the rights of the Parties terminating to seek and obtain damages for any breach of this Agreement by the Defaulting Party, subject to Clauses 17 (Warranties) and 18 (Liability and Indemnity).
- 21.7. Upon termination or expiration of this Agreement all fees previously paid in respect of the Project which has already been performed shall remain the property of the Party to whom the payment was made and rightfully received PROVIDED a paying Party shall be entitled to a refund of the balance of any advance payment provided to another Party within fourteen (14) days of the date of termination in respect of that proportion of the previously paid fees which is attributable to Project which has not been performed at the date of termination.
- 21.8. Upon receipt of a notice of termination the Parties shall
- a) stop work as specified in the notice;
  - b) take all available steps to minimise loss resulting from that termination; and
  - c) handover the Project as completed or partially completed at the date of termination to the Party specified in Schedule 3.

## 22. PARTIAL TERMINATION

- 22.1. Subject to Clauses 21.4 to 21.8(Term and Termination), NICTA may partially terminate this Agreement in respect to one Industry Party if that Industry Party:
- a) fails to pay the amounts due under this Agreement;
  - b) is in breach of any material condition of this Agreement; or
  - c) becomes bankrupt or insolvent, or have a receiving order made against it, or compound with its creditors, or being a corporation commence to be wound up, not being a member’s voluntary winding up for the purpose of amalgamation or reconstruction, or have an administration order made against it, or carry on its business under an administrator or a receiver or manager for the benefit of its creditors or any of them.
- 22.2. Partial termination of an Industry Party shall, except in the event of Clause 22.1 c) only become effective, if NICTA has issued to the Industry Party concerned a notice specifying the circumstance said to give rise to partial termination which allows that Industry Party a period of fourteen (14) days to remedy this circumstance and where that Industry Partner has failed to remedy the circumstance within that time.
- 22.3. The Defaulting Party shall lose all rights to the Project Intellectual Property and assign to such other Parties as is determined by the Project all its right, title and interest in any joint applications or interests held by it with any other Party with respect of any patent or other intellectual property protection applied for or obtained by the Parties pursuant to this Agreement.



## **23. DISPUTE SETTLEMENT**

- 23.1. If a dispute arises, the Parties must use their best efforts to resolve the dispute and nominate in writing representatives authorised to settle the dispute on their behalf.
- 23.2. If the representatives are unable to resolve the dispute within thirty (30) days or such other period as agreed in writing between the Parties, the dispute shall be submitted to arbitration, administered by the Australian Commercial Disputes Centre Limited (ACDC) and conducted in Sydney in accordance with ACDC's Arbitration Guidelines which are hereby deemed incorporated and held in accordance with and subject to the laws of the State of New South Wales.
- 23.3. The decision of the arbitrator shall be final and binding on the Parties.
- 23.4. Any information or documents prepared for the dispute settlement and disclosed by a representative under this Clause 23 (Dispute Settlement):
  - a) must be kept confidential; and
  - b) may not be used except for attempt to settle the dispute.

## **24. ASSIGNMENT**

- 24.1. None of the Parties shall assign all or any of its rights hereunder without the prior written consent of the other Parties, unless expressly permitted under this Agreement.
- 24.2. None of the Parties shall mortgage, pledge, charge, assign by way of security or otherwise encumber any of its rights hereunder without the prior written consent of the other Parties.

## **25. GOVERNING LAW**

- 25.1. This Agreement shall be read and construed according to the laws for the time being in force in the Australian Capital Territory and all applicable laws of the Commonwealth of Australia.

## **26. ENTIRE AGREEMENT AND AMENDMENTS**

- 26.1. This Agreement establishes the entire Agreement of the Parties and supersedes any and all other representations or statements by the Parties or their directors, officers, employees or agents, whether oral or in writing, made prior to the date of this Agreement in relation to the Project.
- 26.2. Any amendments or variations to this Agreement or the Schedules and Annexes attached hereto, including any alterations to Project whether by way of addition, modification or omission and the conditions thereof, shall have effect and be operational only upon being made in writing and executed by all Parties.

## **27. CLAUSE SEVERANCE**

- 27.1. Should any provision of this Agreement be held by a Court to be unlawful, invalid, unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions shall not be thereby affected.

## **28. NOTICES**

- 28.1. Any notice under this Agreement shall be served by hand delivery or by being forwarded by prepaid post to the address of the Party shown in Schedule 7 (Notices) or to such other address as may be notified in writing by the Party from time to time.
- 28.2. All notices, consents, requests and other communications shall be deemed to have been served:
  - a) if personally served, on the day of such service;
  - b) if mailed, on the third Business Day after posting; and
  - c) if facsimiled, on the day of dispatch on receipt by the sender of a transmission control report from the dispatching machine showing that the transmission was successful. Where the facsimile transmission has been received on a day which is not a Business Day, or after 5 p.m. on a Business Day, it shall be deemed to have been received on the next Business Day.

**29. STATUS OF THE PARTIES**

29.1. Nothing in this Agreement is to be interpreted as creating a relationship between the Parties of joint ventures, partners, employer and employee or principal and agent.

**30. EFFECT**

30.1. Each Party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to this Agreement.

In WITNESS WHEREOF Industry Parties and NICTA have executed this Agreement on the day and year first above written.

Signature for and on behalf of  
**NICTA**

Signature for and on behalf of  
**company**

.....  
(Signature)

.....  
(Signature)

Name: .....

Name: .....

Title of Position: .....

Title of Position: .....

Date: .....

Date: .....

**In the presence of**

**In the presence of**

.....  
(Signature of Witness)

.....  
(Signature of Witness)

Name of Witness: .....

Name of Witness: .....

Signature for and on behalf of

.....  
(Signature)

Name: .....

Title of Position: .....

Date: .....

**In the presence of**

.....  
(Signature of Witness)

Name of Witness: .....

**SCHEDULE 1: Project**

1. **Project**

**Name:**

**Purpose:**

**Project Manager :**

2. **Project Outcome**

**SCHEDULE 2: Period of Agreement**

Commencement Date:

Completion Date:

**SCHEDULE 3: Deliverables.**

**Specific Deliverables**

ITEM	DELIVERY DATE	TO BE DELIVERED BY	TO BE DELIVERED TO

**Project Intellectual Property; Division of Ownership**

DELIVERABLE	OWNERSHIP

**SCHEDULE 4: Personnel**

<b>PROJECT MANAGER (clause 7):</b>	
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Team member	Position and project role	Contact details
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**SCHEDULE 5: Material**

(Facilities and information to be supplied by one Party to the other Parties)

ITEM	DELIVERY DATE	TO BE SUPPLIED BY	TO BE SUPPLIED TO

**SCHEDULE 6: Milestones and Payments**

**1. Cash and In-kind Contributions**

Facility	Cash*	In-Kind*

\*All amounts are net and GST needs to be added where applicable.

**2. Details of In-Kind Contributions**

	ITEM	EST VALUE*

\*All amounts are net and GST needs to be added where applicable.

**3. Payments Receivable**

PAYMENT DATE & DESCRIPTION	AMOUNT DUE FROM NICTA/eGOV	AMOUNT DUE FROM	AMOUNT DUE	TOTAL PAYMENTS DUE*
<b>TOTAL</b>				

\*All amounts are net and GST needs to be added where applicable.

**4. Payments Payable**

PAYMENT DATE & DESCRIPTION	AMOUNT DUE TO NICTA	AMOUNT DUE TO	AMOUNT DUE	TOTAL PAYMENTS DUE*

\*All amounts are net and GST needs to be added where applicable.

4. **Tasks, Milestones and Responsible Parties**

<b>Details</b>	<b>Who</b>	<b>When</b>
1.		



**SCHEDULE 7: Notices**

<p>NICTA Address: Level 5, 13 Garden Street Eveleigh NSW 2015</p> <p>Tel: 02 9376 2000 Fax: 02 93765 2015 Email: legal@nicta.com.au Position: The General Counsel</p>	

**SCHEDULE 8: Background Intellectual Property**

PARTY	BACKGROUND IP DETAILS

**Ownership of Project Intellectual Property**

PARTY	PROJECT IP TO BE OWNED BY PARTY ( <i>DESCRIBE</i> )

**SCHEDULE 9: Project Board**

<b>PARTY</b>	<b>DETAILS</b>