

SCOPE GLOBAL PTY LTD

ACN 054 575 567

("Scope Global")

and

THE PARTY NAMED IN ITEM 1 OF SCHEDULE 1

ABN **INSERT CONTRACTOR ABN**

("Contractor")

AUSTRALIA AWARDS MYANMAR

SERVICES AGREEMENT

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THIS SERVICES AGREEMENT made **INSERT DATE**

BETWEEN **SCOPE GLOBAL PTY LTD** - ACN 054 575 567 of Level 5, 12 Pirie Street, Adelaide SA 5000 ("Scope Global")

AND **INSERT CONTRACTOR NAME** - ABN **INSERT CONTRACTOR ABN** of **INSERT CONTRACTOR ADDRESS** ("Contractor")

RECITALS

- A. Scope Global wishes to engage the Contractor to provide the Services to Scope Global.
- B. The Contractor has agreed to provide the Services to Scope Global.
- C. The parties have agreed to be bound by the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. Recitals

The parties acknowledge the recitals are true and form part of this Agreement.

2. Interpretations and definitions

In this Agreement, unless qualified by or inconsistent with the context:

- 2.1 a reference to a party is also a reference to that party's officers, employees, agents and/or contractors;
- 2.2 a reference to a clause is a reference to a clause of this Agreement;
- 2.3 where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- 2.4 headings are for convenience of reference and will not affect the interpretation of this Agreement;
- 2.5 any Schedule to this Agreement forms part of this Agreement;
- 2.6 this Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the parties' agreement. No rule resolving a doubt as to interpretation against the party preparing this Agreement will apply. The specific provisions will not limit the interpretation of general provisions;
- 2.7 this Agreement binds the parties' respective heirs, executors, administrators, legal personal representatives, successors and assigns;
- 2.8 "**Assessment**" means:
 - 2.8.1 any assessment, reassessment, amended assessment, default assessment, penalty or fine; and
 - 2.8.2 any demand or other document imposing, asserting or indicating an intention to assert any liability,

from a Taxation Authority and/or Government Agency;

- 2.9 **"Scope Global Representative"** means the Scope Global representative or any replacement appointed in writing by Scope Global. At the Commencement Date, Scope Global Representative is the person identified in Item 2 of Schedule 1;
- 2.10 **"Business Day"** is a day other than a Saturday, Sunday or public holiday in the Territory;
- 2.11 **"Claim"** means, in relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, demand, action, proceeding or judgment made against the person, however arising and whether present or future, fixed or unascertained, actual or contingent;
- 2.12 **"Client"** means Scope Global's client pursuant to the Head Contract;
- 2.13 **"Commencement Date"** means the date specified in Item 3 of Schedule 1;
- 2.14 **"Confidential Information"** means this agreement and any information obtained by one party concerning the other party or its business activities and that:
- 2.14.1 by its nature is confidential;
 - 2.14.2 is labelled or marked by the disclosing party as confidential; or
 - 2.14.3 the recipient knows or ought to know is confidential,
- but excludes information that:
- 2.14.4 is publicly available except as a result of a breach of this Agreement; or
 - 2.14.5 was disclosed to the recipient by a third party who was not under a duty of confidentiality in relation to that disclosure;
- 2.15 **"Consequential Losses"** means loss of profit, loss of production, loss of use of any plant or facility, business interruption, loss of business opportunity or any other indirect, consequential, special contingent or penal damage or loss;
- 2.16 **"Contractor's Representative"** means the Contractor's representative or any replacement appointed in writing by the Contractor. At the Commencement Date, the Contractor's Representative is the person identified in Item 1 of Schedule 1;
- 2.17 **"DFAT"** means the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade;
- 2.18 **"End Date"** means the date by which the Services must be completed as specified in Item 4 of Schedule 1;
- 2.19 **"Government Agency"** means a government or a governmental, semi-governmental or judicial entity or similar authority, and includes a self-regulatory organisation established under statute or a stock exchange;
- 2.20 **"Head Contract"** means the contract between Scope Global and its Client as specified in Item 5 of Schedule 1;

- 2.21 **“Insolvency Event”** means any of the following:
- 2.21.1 the threatened or actual appointment of a voluntary administrator, liquidator, provisional liquidator, receiver, receiver and manager, controller, trustee in bankruptcy, administrator or other person of similar office, including any application to a court for such an appointment;
 - 2.21.2 entry into or proposing an arrangement or compromise for the benefit of creditors;
 - 2.21.3 the levy or enforcement of a writ of execution, order or judgment;
 - 2.21.4 becoming unable to pay debts as and when they fall due for payment;
 - 2.21.5 the taking of possession or control of any asset by a person under an encumbrance or security interest; or
 - 2.21.6 failing to satisfy or to apply to have set aside a statutory demand, a bankruptcy notice or other similar form of statutory notice within the time specified in the demand or notice;
- 2.22 **“Intellectual Property”** means all intellectual property rights including, without limitation:
- 2.22.1 patents, copyright, registered designs, rights in circuit layouts, trademarks, inventions, secret processes, discoveries and improvements and modifications of any kind;
 - 2.22.2 the right to have confidential information kept confidential; and
 - 2.22.3 any application or right to apply for registration of any of the rights defined in this clause 2.22;
- 2.23 **“Notice”** means written notice and **“notify”** means notification in writing;
- 2.24 **“Personnel”** means all personnel of the Contractor, including Specified Personnel and sub-contractors;
- 2.25 **“Policies and Procedures”** means the policies and procedures of Scope Global and DFAT as specified in Item 10 of Schedule 1, as amended from time to time, and any other policies and procedures that Scope Global advises the Contractor;
- 2.26 **“Scope of Services”** means the scope of services set out in Item 6 of Schedule 1;
- 2.27 **“Services”** means the services to be provided by the Contractor to Scope Global as set out in the Scope of Services;
- 2.28 **“Services Fees”** means the fees payable to the Contractor by Scope Global in consideration of the Contractor providing the Services, as set out in Item 8 of Schedule 1;
- 2.29 **“Special Conditions”** means the special conditions (if any) specified in Item 12 of Schedule 1;
- 2.30 **“Specified Personnel”** means the persons identified in Item 7 of Schedule 1 (if any);
- 2.31 **“Tax”** means any tax, goods and services tax or value added tax, levy, charge, impost, duty, fee, assessment, contribution, deduction and compulsory loan or withholding which is

assessed, levied, imposed or collected by any Government Agency and/or Taxation Authority and includes any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any of the above;

2.32 “**Taxation Authority**” means, in respect of a Tax, the person who administers the imposition and collection of that Tax;

2.33 “**Term**” means the term of this Agreement which commences on the Commencement Date and ends on the End Date; and

2.34 “**Territory**” means the country where the Services are being carried out.

3. **Term**

From the Commencement Date, the Contractor will provide the Services to Scope Global on the terms of this Agreement until the earlier of:

3.1 the End Date;

3.2 completion of the Services to the satisfaction of Scope Global; or

3.3 the provision of the Services is terminated in accordance with this Agreement.

4. **Performance of Services**

4.1 The Contractor will provide the Services to the standards, at the times, location and in the frequency, quantity and manner as specified in the Scope of Services (if any).

4.2 The Contractor warrants that:

4.2.1 it is able to perform its obligations under this Agreement and will throughout the Term perform its obligations in a competent and professional manner and in accordance with this Agreement;

4.2.2 it will show the utmost good faith towards Scope Global;

4.2.3 no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement;

4.2.4 the Services will be performed in full compliance with all applicable laws, rules, regulations and customs; and

4.2.5 all information given to Scope Global, orally or in any document, by the Contractor is accurate, is not in any way misleading and discloses all material matters relating to the Contractor which should have been disclosed to Scope Global or which would or may affect Scope Global’s decision to enter into this Agreement and to engage the Contractor to provide the Services.

4.3 The Contractor will:

4.3.1 comply with all reasonable directions of Scope Global which relate to the Scope of Services and the Contractor’s performance of the Services;

4.3.2 obtain all necessary consents, approvals and authorisations necessary for the performance of the Services;

- 4.3.3 use reasonable endeavours to ensure that the Services are completed in accordance with any timetable specified in the Scope of Services and take reasonable steps to prevent or minimise any delay;
 - 4.3.4 notify Scope Global of any delay as soon as reasonably practicable after the Contractor first has cause to believe the Services or any part of them may be delayed;
 - 4.3.5 not, and will ensure its personnel do not, make or accept any offer, gift, payment or benefit which could be construed as an illegal or corrupt practice, an inducement or a reward in relation to the Services;
 - 4.3.6 adhere to, and will it ensure its personnel adhere to, the Policies and Procedures and observe all relevant professional and other standards and procedures;
 - 4.3.7 immediately disclose to Scope Global any activity which constitutes or may constitutes a conflict of interest; and
 - 4.3.8 not bring Scope Global or the Client into disrepute. Scope Global agrees not to bring the Contractor into disrepute.
- 4.4 Provided that the Contractor complies with all of its obligations under this Agreement, the Contractor may:
- 4.4.1 rely on its own skill and judgment (or the skill and judgment of its personnel) as to how to perform the Services;
 - 4.4.2 if applicable, perform the Services on the days and times which are convenient to the Contractor; and
 - 4.4.3 if applicable, perform the Services from Scope Global's premises or from other premises as is convenient to the Contractor.
- 4.5 The Contractor is permitted to perform work for any third party during the Term, provided that such work:
- 4.5.1 does not interfere with the Contractor's ability to perform the Services;
 - 4.5.2 does not give rise to a conflict of interest with the Contractor's obligations under this Agreement; and
 - 4.5.3 does not involve in any way the use by the Contractor of Scope Global's plant, equipment, materials, facilities, documents or information or any other property of Scope Global.
- 4.6 The Contractor acknowledges and agrees that the Client may vary the services to be provided by Scope Global under the Head Contract, which in turn may mean that the Services will need to be varied by Scope Global. Scope Global will promptly inform the Contractor of any such variations (which may include changes to the Contractor's personnel) and the Contractor will implement the variations to the Services. The parties will negotiate in good faith in relation to any required change to the Services Fees as a result of the variations.

5. **Services Fees**

- 5.1 Subject to the Contractor performing the Services to Scope Global's reasonable satisfaction, Scope Global will pay the Contractor the Services Fees in consideration of the Contractor providing the Services to Scope Global in accordance with this Agreement.
- 5.2 The Contractor will invoice Scope Global for the Services Fees as indicated in Schedule 1. Each invoice will detail the Services provided to Scope Global during the preceding period and the total Services Fees payable by Scope Global.
- 5.3 Scope Global will pay each invoice issued by the Contractor within 30 days of the invoice date, unless Scope Global agrees to alternative payment terms.
- 5.4 Scope Global will not be liable for any expenses incurred by the Contractor unless the expenses are specified in Item 9 of Schedule 1.
- 5.5 Scope Global will not be liable for any expenses incurred by the Contractor unless the expenses are specified in Item 9 of Schedule 1 ("Expenses"). The Contractor may seek reimbursement for Expenses by providing a tax invoice to Scope Global itemising the Expenses for which reimbursement is sought and providing a receipt showing payment of each itemised Expense. If the Contractor is entitled to an input tax credit in respect of the payment of GST in regard to an Expense, then the amount payable by Scope Global in respect of that Expenses will be exclusive of GST.
- 5.6 Unless otherwise expressly stated, the Services Fees are exclusive of goods and services tax ("GST") as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act").
- 5.7 If GST is payable on the Services Fees, Scope Global will pay to the Contractor an additional amount equal to the GST payable on or for the supply of the Services, in accordance with each invoice issued by the Contractor to Scope Global.
- 5.8 The Services Fees are to be paid in the currency specified in Item 8 of Schedule 1 and are fixed and firm, not subject to escalation for the duration of this Agreement.
- 5.9 The Contractor will indemnify Scope Global from and against all Taxes and Assessments payable by the Contractor including all fines and penalties relating to the Taxes.

6. **Personnel**

- 6.1 The Contractor will engage such Personnel, including the Specified Personnel, as are necessary for the Contractor to perform the Services in accordance with the terms of this Agreement.
- 6.2 The Contractor will not engage Specified Personnel without the prior approval of Scope Global.
- 6.3 The Contractor will not terminate or remove any of the Specified Personnel from the Services without the prior written approval of Scope Global which cannot be unreasonably withheld.
- 6.4 The Contractor will ensure that all its Personnel who are involved in the performance of the Services are aware of and comply with this Agreement and are sufficiently qualified, skilled and experienced to provide the Services.

- 6.5 Scope Global may in its absolute discretion direct the Contractor to replace any of the Contractor's Personnel involved in the performance of the Services, including the Specified Personnel.
- 6.6 Any of the Contractor's Personnel are not to be considered to be in any way employed by Scope Global and the Contractor will be responsible for the payment of and indemnifies Scope Global in relation to:
- 6.6.1 all salaries and allowances of its Personnel, including all salaries allowances and benefits which the Contractor is obliged to pay to its personnel in the Territory; and
 - 6.6.2 all holiday, sick leave and long service leave entitlements, payroll tax, fringe benefits tax, workers compensation payments, superannuation and other similar obligations in respect of its Personnel and will make all necessary group taxation deductions.
- 6.7 The Contractor will:
- 6.7.1 comply with all applicable laws and regulations regarding its Personnel, including without limitation work health and safety legislation;
 - 6.7.2 have and maintain at all times during the Term occupational health and safety policies and procedures;
 - 6.7.3 ensure that the policies and procedures referred to at clause 6.7.2 are complied with by the Contractor and all Personnel at all times during the Term and that all Personnel are provided with adequate training with respect to those policies and procedures.
 - 6.7.4 upon request by Scope Global at any time during the Term, provide Scope Global with a copy of the policies and procedures referred to at clause 6.7.2 and evidence that the Personnel have received training with respect to those policies and procedures; and
 - 6.7.5 meet with Scope Global during the Term, at a time(s) and on a date(s) to be agreed, to discuss the health and safety of the Personnel (including whether any safety incidents have occurred during the course of the agreement) and measures taken by the Contractor to comply with its obligations under this clause 6.7.
- 6.8 For the sake of clarity, if Scope Global, in its reasonable opinion, considers that the measures taken by the Contractor in respect of its obligations under clause 6.7 are inadequate, Scope Global may either issue a notice in accordance with clause 10.3 or terminate this Agreement in accordance with clause 10.1.

7. Force Majeure

- 7.1 A party will not be liable for its inability to perform its obligations under this Agreement as a result of an act of war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, adverse weather conditions which are materially more adverse than could reasonably be expected, earthquake, flood, accident, fire, nuclear or other explosion, disease, epidemic, quarantine restriction, strike, lockout or other labour disturbance, governmental embargo, or change in the law or any other cause beyond that party's reasonable control. If such a force majeure event occurs, the party suffering it will notify the other party of the occurrence and expected duration of that event. The party suffering the force majeure event must use all reasonable endeavours to prevent the force majeure occurrence.
- 7.2 If a force majeure event renders performance of this Agreement impossible for a continuous period of at least one calendar month, either party may, by notice to the other, terminate this Agreement.

8. Indemnity

- 8.1 The Contractor will release, defend and indemnify Scope Global for all Claims arising out of, relating to, or in connection with:
- 8.1.1 physical loss of or damage to property of the Contractor;
 - 8.1.2 personal injury, disease, illness or death of any of the Contractor's Personnel;
 - 8.1.3 any negligent or wrongful act or omission of the Contractor in connection with this Agreement or the Services; and
 - 8.1.4 any breach of this Agreement by the Contractor,
- except to the extent that such Claim is caused by the gross negligence or wilful default of Scope Global.
- 8.2 Neither party will be liable to the other party for Consequential Losses.
- 8.3 The Contractor acknowledges that it is aware that Scope Global may be liable under the Head Contract if the Contractor fails to provide the Services in accordance with this Agreement. The Contractor indemnifies Scope Global in respect of all Claims it suffers or incurs under the Head Contract as a direct or indirect result of the Contractor failing to satisfy its obligations under this Agreement.

9. Insurance

- 9.1 During the Agreement, the Contractor must effect all insurances required to be effected by the Contractor by law.
- 9.2 The Contractor must effect the insurances set out in Item 11 of Schedule 1 prior to the commencement of the Agreement and maintain such insurances at all times during the Agreement.
- 9.3 The Contractor will ensure that the insurances effected by it in accordance with clause 9.1 and 9.2 include a clause whereby the insurer waives all rights of subrogation against Scope Global with respect to any Claim pursuant to this Agreement. For the avoidance of doubt,

subrogation is the right of the insurer to pursue Scope Global to recover amounts paid under the relevant insurance policy.

- 9.4 Upon request by Scope Global at any time during the Agreement, the Contractor is required to provide to Scope Global evidence of its compliance with clauses 9.1 and 9.2. For the sake of clarity, Scope Global is in no way obliged to make such a request and the Contractor is required to maintain insurance in accordance with clauses 9.1 and 9.2 at all times during the Agreement regardless of whether or not a request for evidence of such compliance is made by Scope Global.
- 9.5 Unless expressly specified to the contrary in this Agreement, the Contractor acknowledges and agrees that neither the Contractor nor its Personnel are covered by any of Scope Global's insurances and the Contractor or its Personnel cannot make any claims under Scope Global's insurances.

10. Termination

- 10.1 Scope Global may terminate this Agreement at any time for any reason by giving 30 days' notice to the Contractor.
- 10.2 Scope Global may terminate this Agreement immediately if the Head Contract is terminated or the scope of Scope Global's services under the Head Contract is varied such that the Services are no longer required.
- 10.3 If either party breaches a term of this Agreement ("**Defaulting Party**") and the breach can be remedied, the other party ("**Non-Defaulting Party**") may give the Defaulting Party 30 days' notice to remedy that breach. If the breach is not remedied within the period stipulated in the notice, the Non-Defaulting Party may give the Defaulting Party a further notice immediately terminating this Agreement.
- 10.4 Either party may terminate this Agreement by notice to the other party immediately upon any of the following events:
- 10.4.1 if the other party commits a material breach of this Agreement which cannot be remedied;
 - 10.4.2 if the other party ceases to do business as a going concern;
 - 10.4.3 if an Insolvency Event occurs in relation to the other party; or
 - 10.4.4 if the other party commits a serious criminal offence.
- 10.5 Scope Global will not be liable to the Contractor for any Claims by the Contractor relating to the termination of this Agreement by Scope Global in accordance with this clause 10.

11. Contractor Assistance

- 11.1 In the event that this Agreement is terminated by Scope Global in accordance with clauses 10.3 or 10.4 or the Contractor is, for any reason, unable to complete the Services, the Contractor must provide Scope Global with reasonable assistance as requested by Scope Global to facilitate the continued provision of the Services, including providing all necessary material and information regarding the Services and returning all Scope Global property to Scope Global.

11.2 The Contractor acknowledges and agrees that the Contractor will not in any circumstance liaise directly with the Head Contractor in relation to the Services unless requested by Scope Global.

12. **Accounts and Records**

12.1 During the Term and for a period of seven years after the expiry or termination of the Term ("**Retention Period**"), the Contractor will maintain accurate and current records and accounts relating to the Services, Services Fees and expenses ("**Records**").

12.2 During the Retention Period, the Contractor will provide Scope Global access to the Records (however and wherever stored) which relate to the Services as reasonably requested by Scope Global.

13. **Confidentiality**

13.1 Each party owns all of its Confidential Information.

13.2 During this Agreement and after its termination, each party can use or disclose the other party's Confidential Information only:

13.2.1 to the extent necessary to perform the Services;

13.2.2 if the disclosing party has consented in writing; or

13.2.3 if required by law.

13.3 On request, the Contractor and its Personnel must complete a written undertaking in the form required by DFAT and return this form to Scope Global.

13.4 Upon the earlier of:

13.4.1 the termination of this Agreement; or

13.4.2 a demand from the disclosing party,

the recipient of Confidential Information must:

13.4.3 at the disclosing party's discretion, deliver to the disclosing party or destroy all Confidential Information in the recipient's possession or under its control; and

13.4.4 delete all Confidential Information held electronically in any medium in the recipient's possession or under its control.

14. **Privacy**

The Contractor will comply with the *Privacy Act 1988* (Cth), the Australian Privacy Principles (as amended) as applicable and any Privacy Policy notified to the Contractor by Scope Global.

15. **Intellectual Property**

15.1 Scope Global owns all right, title and interest in Intellectual Property developed, owned or acquired by Scope Global prior to the Commencement Date including any modification to or improvement on that Intellectual Property.

- 15.2 The Contractor owns all right, title and interest in Intellectual Property developed, owned or acquired by the Contractor prior to the Commencement Date (“**Contractor Intellectual Property**”).
- 15.3 The Contractor agrees that Scope Global will own all right, title and interest in Intellectual Property made, written or developed by the Contractor (excluding the Contractor Intellectual Property) directly in the course of and for the purpose of providing the Services in accordance with the terms of this Agreement. The Contractor assigns to Scope Global any and all of the Contractor’s right, title and interest in such Intellectual Property. This assignment takes effect as each part of such Intellectual Property comes into existence. The Contractor will do and sign all things necessary to give effect to this assignment.
- 15.4 If necessary to enable Scope Global to enjoy the benefit or end result of the Services, the Contractor grants to Scope Global a non-exclusive, irrevocable, royalty-free licence (with the right to grant sub-licences) to use, solely for that purpose, such of the Contractor’s Intellectual Property as is strictly necessary to enjoy that benefit or end result.

16. **Warranties**

16.1 The Contractor warrants that:

- 16.1.1 it will make good any defects in the Services within a reasonable time of receiving a request from Scope Global to do so;
- 16.1.2 it is not entitled to receive compulsory superannuation contributions from Scope Global for the purposes of the *Superannuation Guarantee (Administration) Act 1992* as amended or replaced from time to time;
- 16.1.3 it is not entitled to receive annual leave or any other type of leave pursuant to the *Fair Work Act 2009* or any instruments made pursuant to that legislation;
- 16.1.4 it is not entitled to receive long service leave in accordance with the *Long Service Leave Act 1992 (SA)*;
- 16.1.5 no tax is required to be withheld by Scope Global from the Services Fees on a PAYG (instalment) basis;
- 16.1.6 it has a valid Australian Business Number;
- 16.1.7 it has the insurance policies required by clause 9 of this Agreement as at the date of this Agreement and warrants that such insurance policies will be maintained throughout the Agreement ; and
- 16.1.8 it will comply with all applicable legislation in relation to work health and safety.

(collectively, “**Warranties**”)

16.2 The Contractor indemnifies Scope Global in respect of any Claims made against Scope Global by third parties (including the Contractor’s Personnel) in respect of the Warranties, including any costs incurred by Scope Global in respect of such Claims on an indemnity basis.

16.3 Without prejudicing Scope Global's ability to otherwise enforce a breach of the Warranties, Scope Global may recover from the Contractor the amount of any liability which arises or amount which is required to be withheld by Scope Global as a result of a breach of the Warranties as a debt or deduct such an amount from any amounts that Scope Global owes to the Contractor at Scope Global's discretion.

17. **Non-solicitation**

During the Term, and for a period of 12 months following the termination or expiration of this Agreement, the Contractor will not, without the consent of Scope Global:

17.1 solicit, induce or otherwise attempt to persuade any employee, consultant, or contractor of Scope Global to cease working for Scope Global and/or work for the Contractor; and/or

17.2 seek to provide the Services to the Client directly.

18. **Dispute Resolution**

18.1 Any dispute or disagreement in relation to or in connection with this Agreement in any matter ("**Dispute**") is to be resolved in accordance with the procedure provided in this clause 18.

18.2 In the event of a Dispute, the party seeking to have it resolved must issue to the other parties a notice setting out all details relevant to the Dispute ("**Dispute Notice**").

18.3 Within 14 days of receipt of a Dispute Notice, the senior management of the parties to the Dispute respectively must meet in Adelaide, South Australia to negotiate resolution of the Dispute unless the parties agree to hold such discussions by teleconference or via other electronic means. The parties agree that those negotiations must be conducted in good faith.

18.4 In the event that the Dispute is not resolved in accordance with clause 18.3, either party will be entitled to take the matter to litigation in the courts of South Australia.

18.5 Nothing contained in this clause 18 will prevent a party from seeking urgent interlocutory relief.

19. **Entire agreement**

19.1 This Agreement, including any annexures and schedules, contains the entire agreement between the parties in respect of the subject matter of this Agreement.

19.2 This Agreement supersedes any prior agreement or understanding (if any) between the parties in relation to the subject matter of this Agreement.

20. **Amendments**

Any amendment to a term of this Agreement must be made in writing executed by the parties.

21. **Assignment**

21.1 Scope Global may assign its interest under this Agreement at any time.

21.2 The Contractor can only assign its interest under this Agreement with the prior written consent of Scope Global which must not be unreasonably withheld.

22. **Severability**

Every provision of this Agreement will be deemed severable as far as possible from the other provisions of this Agreement. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Agreement. This Agreement, with the offending provision severed and omitted and with any consequential amendment if necessary, will otherwise remain in full force.

23. **Notices**

23.1 Any notice to be given by one party to the other must:

23.1.1 be signed by the party giving the notice or by one of its officers or its duly authorised lawyer or agent; and

23.1.2 must be hand delivered or sent by prepaid post, facsimile or electronic mail to the address, facsimile number or electronic mail address (as the case may be) set out in this Agreement (or any other address, facsimile number or electronic mail address that a party notifies to the other party from time to time).

23.2 Notice will be deemed sufficiently given:

23.2.1 in the case of hand delivery, on the date of delivery;

23.2.2 in the case of pre-paid post, two business days after being sent;

23.2.3 in the case of facsimile, on receipt by the sender of a successful transmission message; or

23.2.4 in the case of electronic mail, on the day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.

24. **Relationships**

24.1 The parties are independent contractors. The parties are not principal and agent, partners, trustee and beneficiary or employer and employee. The Contractor does not have (nor may it represent that it has) any power, right or authority to bind Scope Global or to assume or create any obligation or responsibility on behalf of Scope Global.

24.2 The Contractor acknowledges that it does not have any entitlement from Scope Global to receive any salary, personal leave, annual leave, compassionate leave or long service leave, superannuation or any other entitlements ordinarily available to employees.

24.3 The Contractor and its Personnel will not be deemed to be and must not represent themselves as being an employee, partner or agent of Scope Global or DFAT.

25. **Counterparts and effectiveness**

25.1 This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one and the same instrument. Satisfactory evidence of execution of this Agreement will include evidence of execution sent by facsimile or electronic transmission by the relevant party and, in such case, the executing party undertakes to produce the original as soon as reasonably practicable thereafter.

25.2 This Agreement will only come into effect and be binding on the parties when it is duly executed by all of the parties.

26. **Governing law**

This Agreement will be construed according to the laws of South Australia and the parties submit themselves to the non-exclusive jurisdiction of the Courts of South Australia and any competent appellate courts.

27. **Costs**

27.1 The parties will pay their own costs in respect of the negotiation, preparation and execution of this Agreement.

27.2 If the Contractor breaches this Agreement, the Contractor will pay all Claims incurred by Scope Global in consequence of that breach but without limit to any other rights or remedies which Scope Global may have as a result of that breach.

28. **Fraudulent Activity**

28.1 The Contractor must not, and must ensure that its Personnel do not, make or cause to be made, nor receive, or seek to receive any offer, gift or payment, consideration or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement.

28.2 The Contractor must not, and must ensure that its Personnel do not, bribe public officials, including foreign officials. Any breach of this clause shall be grounds for immediate termination of this Agreement.

28.3 The Contractor must, and must ensure that its Personnel:

28.3.1 comply at all times with the Commonwealth Fraud Control Guidelines;

28.3.2 comply with any fraud control strategy implemented by Scope Global;

28.3.3 report fraudulent activity, including alleged, attempted, suspected or detected fraudulent activity, within five (5) business days of first becoming aware of the fraudulent activity; and

28.3.4 provide all reasonable assistance at the Contractor's own expense where there is a fraud investigation (either internal or external appointment).

28.4 This clause is a fundamental term of the Agreement, and breach of this clause 28 shall:

28.4.1 entitle Scope Global to take any action to the maximum extent permitted by law to prevent any Fraudulent Activity (if capable of prevention) by the Contractor or its Personnel and recover all and any damages from the Contractor; and

28.4.2 entitle Scope Global to terminate this Agreement immediately without notice and make no compensation to the Contractor or any other person for such termination

29. Child Protection

- 29.1 The Contractor and its Personnel must comply at all times with DFAT's Child Protection Policy, including undertaking individual criminal records checks at its own cost.
- 29.2 The Contractor is responsible and accountable to Scope Global for preventing and reporting any child abuse or exploitation or suspected child abuse or exploitation as part of its routine responsibilities.
- 29.3 This clause is a fundamental term of the Agreement, and breach of this clause shall:
- 29.3.1 entitle Scope Global to take any action to the maximum extent permitted by law to prevent any abuse or exploitation of children (if capable of prevention) by the Contractor or its Personnel and recover all and any damages from the Contractor, and
 - 29.3.2 entitle Scope Global to terminate this Agreement immediately without notice and make no compensation to the Contractor for such termination.
- 29.4 The Contractor must advise Scope Global immediately in writing if it or its Personnel are accused of, charged with, arrested for, or convicted of, criminal offences relating to child abuse or exploitation. Scope Global or DFAT may require the Contractor or its Personnel to be suspended from duty or transferred to other duties during formal investigations relating to child abuse or exploitation. The Contractor must comply promptly with any such notice.

30. Investigation by the Ombudsman

- 30.1 In carrying out the Services, the Contractor and its Personnel may be a 'Commonwealth service provider' under Section 3BA of the Ombudsman Act 1976.
- 30.2 The Contractor must use its best endeavours, in undertaking the Services, not to engage in conduct that:
- 30.2.1 would, if the Contractor were an officer of DFAT, amount to a breach of duty or to misconduct; or
 - 30.2.2 would be brought to the attention of a principal officer of DFAT.
- 30.3 If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor, as a Commonwealth service provider, the Contractor must, at its cost, cooperate with the investigator including:
- 30.3.1 providing all documentation required by the investigator; and
 - 30.3.2 assist the investigator in their investigation.
- 30.4 This clause 30 shall survive expiration or termination of this Agreement.

31. Work Health and Safety

- 31.1 The Contractor must perform its, and must ensure that its Personnel, perform their obligations under this Agreement in strict compliance with applicable work health and safety (WHS) laws, standard and policies and are able to participate in:
- 31.1.1 any necessary inspections of work in progress;

- 31.1.2 any necessary consultation with Scope Global regarding implementation of WHS provisions; and
- 31.1.3 tests and evaluations of relevant goods and services.
- 31.2 The Contractor agrees, when using a third party's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the third party or as might be inferred from the use to which the premises or facilities are being put.
- 31.3 Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to Scope Global by way of provision of information and documents, to assist Scope Global to comply with the obligations under of any WHS law.
- 31.4 The Contractor acknowledges that Scope Global may direct it to take specified measures in connection with the Contractor's work under this Agreement that Scope Global considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost.

32. **Adviser Information**

- 32.1 The Contractor agrees that Scope Global may give to DFAT, upon request, a copy of this Agreement and/or the following information about the Contractor and its Personnel:
 - 32.1.1 position title;
 - 32.1.2 nature of engagement;
 - 32.1.3 ARF discipline category;
 - 32.1.4 ARF job level;
 - 32.1.5 gender;
 - 32.1.6 nationality;
 - 32.1.7 work location;
 - 32.1.8 contract start and end date;
 - 32.1.9 number of days/months worked in time period specified by DFAT;
 - 32.1.10 monthly or daily remuneration rate;
 - 32.1.11 Mobility Allowance, if any;
 - 32.1.12 Special Location Allowance, if any;
 - 32.1.13 Adviser Support Costs including Housing Cost, if any; and
 - 32.1.14 any other information regarding remuneration or costs associated with Advisers and identified by DFAT in the request.

- 32.2 DFAT will use the Adviser Information to ensure that the Australian Government's official overseas aid program achieves value for money and to meet its reporting requirements.
- 32.3 The Contractor agrees that DFAT may disclose the details of this Agreement and/or Adviser Information to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament.
- 32.4 Personnel are entitled to access their own Personal Information which is held by DFAT, unless DFAT has a lawful right to refuse access.
- 32.5 This clause shall survive termination or expiration of this Agreement.

33. **Early Notification**

- 33.1 The Contractor must immediately notify Scope Global if the Contractor or its Personnel is/has:
 - 33.1.1 undergone a change in Control of the Contractor's legal entity;
 - 33.1.2 listed on a World Bank List or on a Relevant List;
 - 33.1.3 subject to any proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List;
 - 33.1.4 temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
 - 33.1.5 temporarily suspended from tendering by a donor of development funding other than the World Bank; or
 - 33.1.6 the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.

34. **Contractor Performance Assessment**

- 34.1 The Contractor acknowledges and agrees that DFAT or Scope Global may issue in relation to this Agreement:
 - 34.1.1 a contractor performance assessment; or
 - 34.1.2 a contractor key personnel performance assessment
- 34.2 The performance assessment will be in accordance with Scope Global and/or DFAT's assessment processes
- 34.3 The contractor will sign and return the contractor performance assessment together with any response within 15 days of receipt and will ensure that contractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

35. **Novation**

- 35.1 The Contractor acknowledges that Scope Global is obliged under the Head Contract to include a right to novate this Agreement to a third Party.

- 35.2 The Contractor agrees that Scope Global and/or DFAT has the right to novate this Agreement.
- 35.3 If the Agreement is novated the Contractor agrees to continue providing services under this Agreement to the novated party.

36. **Publicity**

- 36.1 The Contractor may not make media or other announcements or releases relating to the Australia Awards Program or this Agreement without Scope Global 's prior written approval except to the extent that the announcement or release is required to be made by law.

37. **Special Conditions**

- 37.1 The parties will comply with the Special Conditions.
- 37.2 In the event of any inconsistency between the Special Conditions and the terms and conditions in the body of this Agreement, the Special Conditions will prevail.

DULY EXECUTED BY THE PARTIES

EXECUTED by a duly authorised representative of
SCOPE GLOBAL PTY LTD:

.....
Signature of authorised representative

.....
Print Full Name

Date

.....
Signature of Witness

.....
Print Full Name

Date

EXECUTED by a duly authorised representative of the
CONTRACTOR:

.....
Signature of authorised representative

.....
Print Full Name

Date

.....
Signature of Witness

.....
Print Full Name

Date

SCHEDULE 1

The Schedule contains additional information related to the Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Schedule, the terms of the Schedule will apply.

Item 1 – Contractor

Contractor Entity Name (if applicable)	INSERT
ABN or ACN	INSERT
Address	INSERT
Telephone	INSERT
E-mail	INSERT
Name of Contractor	INSERT
Title	INSERT
Location	INSERT
Contractor Business	INSERT

Item 2 – Scope Global Representative/s

Reporting to:

Name	INSERT
Title	INSERT
Telephone	INSERT
E-mail	INSERT

Name	INSERT
Title	INSERT
Telephone	INSERT
E-mail	INSERT

Item 3 - Commencement Date

INSERT

Item 4 – End Date

INSERT

Item 5 – Head Contract

Commonwealth of Australia represented by the Department of Foreign Affairs and Trade -
Australia Awards Myanmar - DFAT Agreement Number 75874

Item 6 – Scope of Services

The Contractor will provide the following services:

Deliver (Insert Short Course topic) in accordance with the Terms of Reference included in **Schedule 2**

Item 7 – Specified Personnel

Name	INSERT
Title	INSERT
Telephone	INSERT
E-mail	INSERT

Name	INSERT
Title	INSERT
Telephone	INSERT
E-mail	INSERT

Item 8 – Services Fees

Scope Global will pay the following fees to the Contractor:

Service Item	Total Payable \$
Fixed Management Fee	AUD \$INSERT excluding GST as detailed in Schedule 3 of this agreement
Fixed Costs	AUD \$INSERT excluding GST as detailed in Schedule 3 of this agreement

The Parties agree that the Service Fees shall be dependent on the Contractor’s satisfactory performance, assessed in accordance with the Short Course – Course Provider Performance Assessment provided at Annexure 1 to this Agreement.

Payment will be made upon submission of an approved invoice and satisfactory completion of identified outputs. Service Fees are based on a working day of at least eight (8) hours. The Contractor will not be entitled to claim additional Costs for more than eight (8) hours per working day.

The Contractor will be paid for the lesser of actual days’ work undertaken or the maximum values specified in the table above. The Contractor must keep records to enable verification of actual time spent undertaking the Services.

Item 9 – Expenses

Scope Global will reimburse the Contractor the following expenses:

Expense Item	Total Maximum Payable \$
Reimbursable costs associated with course delivery and approved in advance by Scope Global	Up to AUD \$INSERT excluding GST as detailed in Schedule 3 of this agreement
All other reasonable expenses as approved in advance by Scope Global	At cost; receipts to be provided

*Expenses must not be incurred without the prior approval of Scope Global. Receipts to be provided for all reimbursable expenses.

Item 10 – Policies and Procedures

The Contractor must comply with the following **Scope Global policies** at all times during the Engagement:

- a) Scope Global Code of Conduct Policy
- b) Scope Global Child Protection Policy
- c) Scope Global Privacy Policy

Scope Global Polies are available at: <https://scopeglobal.com/policies-and-disclaimer/>

The Contractor must comply with all **DFAT policies and guidelines** at all times during the Engagement, including:

- a) [Development for All 2015-2020: Strategy for strengthening disability-inclusive development in Australia’s aid program](#)
- b) [Child Protection Policy](#)

- c) [Family Planning and the Aid Program: Guiding Principles](#)
- d) [Guidelines for preparing accessible content](#)
- e) [Environmental and Social Safeguard Policy for the Aid Program](#)
- f) [Promoting Opportunities for All: Gender Equality and Women's Empowerment](#)
- g) [Preventing Sexual Exploitation, Abuse and Harassment \(PSEAH\)](#)

DFAT Policies and Guidelines are available www.dfat.gov.au

All other policies and procedures as notified to the Contractor by Scope Global from time to time. The Contractor acknowledges and agrees that Scope Global may terminate this contract immediately and without providing notice if the Contractor breaches the Scope Global and/or DFAT Child Protection and Fraud Policies.

The Contractor must at all times have regard to and comply with the laws in Australia, the Partner Country and applicable laws of other countries. A list, as amended from time to time, of Australian laws that may apply to the delivery of developmental aid to foreign countries can be found on the [DFAT website](#). This list is not exhaustive and is provided for information only.

Item 11 – Required Insurances

The Contractor must maintain the following insurances with a reputable insurer approved by Scope Global:

- Public liability insurance with a limit of at least AUD \$**INSERT** million for each and every claim;
- Professional indemnity insurance with a limit of at least AUD \$**INSERT** million for each and every claim to cover the Contractor's obligations under the Agreement;
- Workers compensation insurance or the equivalent as required within the Territory; and
- All insurances as required by law

Item 12 – Special Conditions

- **Value for Money** – The Contractor must commit to provide value for money outcomes for the AASAM Program.
- **Publication** – The Contractor acknowledges that under this Agreement the Commonwealth of Australia is authorised to public details of this Agreement including the name of the Contractor and the nature of the Services that the Contractor is contracted to perform
- **Police Clearance** – The Contractor is required to obtain and provide to Scope Global an Australia National Police Clearance or equivalent for all of its Specified Personnel

**SCHEDULE 2
SCOPE OF SERVICES**

**INSERT NAME Short Course
Australia Awards Myanmar**

The Contractor will undertake the following services in accordance with the timetable below:

1. **INSERT SCOPE OF SERVICES**

Table 1: Key Contract Timelines for INSERT NAME Short Course

Item	Date

**SCHEDULE 3
BUDGET**

**INSERT NAME Short Course
Australia Awards Myanmar**

Total Amount

The total amount payable for the delivery and management of the **INSERT NAME Short Course** shall not exceed the sum of **AUD \$ INSERT** excluding GST in accordance with this Schedule 3 – Budget. Scope Global shall not be liable for any costs or expenditure incurred by the Contractor in excess of this amount, unless previously approved by Scope Global via a contract variation.

Payment Streams

For the performance of the Services in relation to **INSERT NAME Short Course** Scope Global shall pay the Contractor as follows:

1. Fixed Management Fee of **AUD \$ INSERT** excluding GST
2. Fixed Costs of **AUD \$ INSERT** excluding GST
3. Reimbursable costs of up to **AUD \$ INSERT** excluding GST

Paid as milestone payments in accordance with the terms in Milestone Payments detailed below and in Table 2 and Approved Budget (Table 3).

Milestone Payments

1. Scope Global shall pay the Contractor the Services Fees in instalments known as Milestone Payments
2. Where a Milestone Payment is to follow acceptance of a report, Scope Global shall not be obliged to make full payment until all outputs have been achieved by the Contractor in the period covered by the report have been achieved to its satisfaction
3. The Milestone Payments will be payable to the Contractor progressively, on Scope Global's acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice
4. Reimbursable costs in Milestone Payment Two will be paid on submission of invoices for actual costs incurred up to the Milestone Payment Two invoice date
5. Reimbursable costs in Milestone Payment Three will be paid on submission of invoices for actual costs incurred between Milestone Payment Two and the Milestone Payment Three invoice date
6. Milestone Payments will be paid upon acceptance by Scope Global of the milestones being completed to its satisfaction as summarised below

Table 2: Milestone Payments

Milestone	Amount (excluding GST)	Required Deliverables	Anticipated Timing
INSERT	INSERT	INSERT	INSERT
Total Payment	Total not to exceed AUD \$ INSERT		

Table 2: Approved Budget (final version: INSERT)

**INSERT NAME Short Course
Australia Awards Myanmar
FINANCIAL PROPOSAL**

INSERT