

# CENT STANDARD TERMS

## 1 Definitions:

- 1.1 "Australian Standards" means the applicable Australian standards pertaining to the Services as specified in the Services Schedule.
- 1.2 "CENT" means Catholic Education Northern Territory and its system office and systemic schools (as applicable).
- 1.3 "Contract Commencement Date" means the date specified in the Services Schedule / Purchase Order.
- 1.4 "Confidential Information" means all information, papers, data in whatsoever form that is may be viewed or accessed by the Provider during the course of providing the Services that the Provider knows or ought to know is confidential; but does not include any information which prior to the date of this Agreement was lawfully in the public domain.
- 1.5 "Fees" means the costs applicable to the provision of the Services as outlined in Services Schedule / Purchase Order.
- 1.6 "GST" means the Goods & Services Tax under the 'A new tax system' (GST) Act 1999 (Cth) as amended.
- 1.7 "PCBU" means a Person Conducting a Business or Undertaking as defined in the Work Health & Safety Act.
- 1.8 "School" means the School/ location outlined in the Services Schedule / Purchase Order.
- 1.9 "Standards" means the applicable Australian standards pertaining to the Services including all legislative requirements
- 1.10 "School Term" each term that NT Schools operate and provide instruction to students.
- 1.11 "Services" means the professional services to be supplied by the Provider as outlined in the Services Schedule / Purchase Order.
- 1.12 "Working with Children Clearance" means the clearance required for persons in child-related work and work with vulnerable persons as defined under the Care and Protection of Children Act (NT).

## 2 Contract Price & Payment

- 2.1 The Provider shall issue a Tax Invoice/s (in arrears) to CENT for the Services provided and CENT shall pay the invoice within 30 days of receipt of the invoice.
- 2.2 The Invoice/s shall not exceed the total Fees specified in the Service Schedule /Purchase order, and any additional expenses must have prior written authorisation from CENT.
- 2.3 The Fees specified are exclusive of GST.

## 3 Confidentiality

- 3.1 The Provider acknowledges that in the provision of the Services the Provider may have access to or become knowledgeable of Confidential Information.
- 3.2 The Provider understands the need to keep all Confidential Information absolutely confidential and shall not disclose any such information to any persons whatsoever.
- 3.3 The Provider understands that Confidentiality is a material term.

## 4 Provider Responsibilities:

The Provider shall:

- 4.1 Comply with Work Health and Safety legislation, apply and execute their obligations and responsibilities as a PCBU.
- 4.2 Ensure all qualifications and registrations are kept up to date to enable the Contractor to undertake the Services and properly fulfil their obligations under this Agreement.
- 4.3 Supply of all necessary Equipment to facilitate the provision of the Services in accordance with relevant Australian Standards.
- 4.4 Ensure they are familiar with CENT's Child Safeguarding Commitment Statement and comply with CENT's Working with Children Clearance Policy and any other safeguarding legislative requirements.
- 4.5 Ensure a current Working with Children Clearance (OCHRE Card) is maintained and comply with all appropriate legislative requirements.
- 4.6 The Contractor must assess, address and mitigate risks regarding Modern Slavery and implement appropriate due diligence to ensure compliance with Modern Slavery Act 2018.
- 4.7 Undertake an induction to ensure they are familiar with the CENT's relevant policies, procedures and reasonable instructions.
- 4.8 Meet with CENT's nominated representative upon request on a regular basis to discuss the Services.

## 5 CENT Responsibilities

CENT shall:

- 5.1 Provide a contact person to co-ordinate the provision of the Services.
- 5.2 Provide an induction to the premises to the Provider.
- 5.3 Provide adequate notice to the Provider of any events or issues that impact the Provider in carrying out the Services as scheduled.

## 6 Provider Representations

- 6.1 The Provider represents and warrants that he/she shall perform the Services and undertake his/her obligations under this agreement:
  - 6.1.1 In accordance with all applicable laws, regulations orders, rules and standards;
  - 6.1.2 In accordance with Privacy Laws and in respect of 'personal information' as defined in the Privacy Act 1988 (Cth);
  - 6.1.3 Using due skill, expertise & diligence.
- 6.2 The Provider agrees to comply with the applicable CENT policies and procedures as directed.
- 6.3 Provider shall be responsible for maintaining service provision and shall make good any loss or damage to School's property caused by any act, negligence or default of the Provider.

## 7 Intellectual Property

- 7.1 Upon creation, the rights in all material produced by the Provider in the provision of the Services shall vest with CENT.
- 7.2 Each party will retain exclusive interest in and ownership of any pre-existing Intellectual Property or Intellectual Property developed outside the Service provision.

## 8 Insurance

- 8.1 The Provider shall during the Term, be insured with a reputable insurance company for any events in respect of contract Services and public liability, and for not less than the amount of \$20,000,000 for any one event and or claim.
- 8.2 The Provider must during the Term, also be insured with a reputable insurance company for any events in respect of Workers' Compensation and risk of loss or damage to any equipment utilised in connection to the Services.
- 8.3 The Provider must, provide CENT a copy of a certificate of currency for the above insurance policies each year upon renewal.

## 9 Indemnity & Warranty

- 9.1 The Provider warrants that the Services to be provided to the CENT by the Provider will be undertaken by duly skilled personnel with all reasonable care.
- 9.2 The Provider represents, warrants and undertakes that it has full power and authority to enter into, perform and observe its obligations under this Agreement and that it will promptly notify CENT if it becomes bankrupt, insolvent, wound up, or goes into liquidation.
- 9.3 The Provider acknowledges and agrees to indemnify CENT (including employees, directors and agents) from and against all and any costs or liability for any claim, damages other liability howsoever caused, arising from or in connection with the Services provided.

#### **10 Variation**

- 10.1 This Agreement may be varied by written agreement between the Parties.
- 10.2 Any variation will not form a part of this Agreement until it is signed by both Parties.

#### **11 Notices**

- 11.1 The nominated representatives of each Party is specified in Services Schedule and each Party must advise the other in writing of any changes to these representatives in a timely manner.
- 11.2 Any notice, request or other communication to be exchanged between the Parties, must be in writing and addressed to the nominated representative of each Party.
- 11.3 A notice is given in accordance with clause 11.2, is received:
- 11.3.1 5 days after the date of posting.
- 11.3.2 When the email system generates a message confirming successful email delivery.
- 11.3.3 If a notice is received on a day that is not a Business Day; it will be taken to have been received on the next Business Day.

#### **12 Term and Termination**

- 12.1 The term of this Agreement will start on the Contract Commencement Date and unless terminated earlier will finish on the Completion Date as specified in Services Schedule.
- 12.2 CENT may terminate this Agreement in the event of the Provider's non-compliance with the Modern Slavery Act 2018.
- 12.3 Either Party may by written notice to the other terminate this Agreement, if the first gives notice in writing to the other specifying a breach under this Agreement and request that breach be remedied within 14 days and that breach is not

remedied.

- 12.4 In the event of termination due to non remedy, the party providing notice to the breaching party must provide a minimum of 60 days prior notice of termination.
- 12.5 CENT may terminate this Agreement anytime, without cause or liability by giving the Provider written notice providing a minimum of ninety (90) days prior notice.

#### **13 Dispute Resolution**

- 13.1 The Party claiming a dispute has arisen must notify the other Party giving details of the dispute.
- 13.2 Within two (2) Business Days of the written notice, the nominated representative of each Party shall meet to discuss and attempt to resolve the dispute.
- 13.3 In the event the Parties are unable to resolve the dispute the Parties may either:
- 13.3.1 Refer the dispute for mediation with the Resolution Institute, and the Chair of the Resolution Institute shall appoint the mediator. Such award shall be binding on the Parties
- 13.3.2 Agree in writing to terminate this Agreement.

#### **14 Survival**

- 14.1 The provisions of the following clauses shall survive the expiry or earlier termination of this Agreement; 3 Confidentiality, 7 Intellectual Property, 9 Indemnity & Warranty; 12 Termination; 13 Dispute Resolution; 14 Survival and 15 Governing Law.

#### **15 Governing Law**

- 15.1 This Agreement is governed by the laws of the Northern Territory of Australia and the Parties agree to submit to the jurisdiction of the courts of the Northern Territory of Australia.

#### **16 General Provisions**

- 16.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all communications, arrangements, negotiations or Agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.
- 16.2 Neither Party will assign their rights to this Agreement to another Party, in whole or in part, without the prior written consent of the other Party.
- 16.3 These terms of business are also incorporated into CENT's Purchase Order (as applicable), however do not over-ride any other written agreement between the parties for the Services.