



SERVICES AGREEMENT

1. PARTIES

Allied Health Specialist Consultants (**AHSC**)

- and -

The purchaser (**You**)

2. SERVICES

2.1 You have requested that AHSC perform the Services set out within this proposal (Scope of work).

2.2 AHSC agrees to perform the Services in accordance with the terms and conditions of this Agreement.

2.3 AHSC will:

(a) subject to clause 3, complete the Services by the dates, timeframes and/or milestones specified in this Agreement; and

(b) exercise due care, skill and judgement, in performing the Services at all times; and

(c) perform the Services in accordance with accepted professional and business practices.

3. YOUR OBLIGATIONS

3.1 You acknowledge and agree that AHSC's capacity to meet the dates, timeframes and/or milestones specified in this Agreement is dependent upon You providing all information, documents, instructions and other particulars necessary for AHSC to perform the Services in a timely manner.

3.2 AHSC is entitled to rely upon any information, documents, instructions or other particulars provided by You being accurate.

3.3 AHSC will not be liable for any loss or damage You may suffer as a result of inaccurate information provided by You or late delivery of the Services due to delays caused by you.

4. TERM

This Agreement will commence on the Commencement Date [to be confirmed] and, unless terminated earlier in accordance with clause 11, will conclude on the Completion Date set out [to be confirmed].

5. FEES & PAYMENT

5.1 You must pay AHSC for the Services in accordance with this clause 5 and the payment structure set out [to be confirmed].

5.2 AHSC will issue You invoices in accordance with the payment structure [to be confirmed].

5.3 You must pay the invoices within 14 days of receipt of an invoice.

6. INTELLECTUAL PROPERTY

For the purpose of this clause 6:



Background Intellectual Property means Intellectual Property prepared or developed prior to the Commencement Date, and includes improvements to such Intellectual Property developed during the period of this Agreement but excludes Project Intellectual Property.

Intellectual Property means trademarks, patents, circuit layouts, copyrights, know-how and all other rights with respect to Intellectual Property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967, and rights in respect of such Intellectual Property includes all statutory and other proprietary rights.

Project Intellectual Property means Intellectual Property created, discovered, brought into existence, modified or otherwise acquired as a result of, for the purposes of, or in connection with the Services.

- 6.1 The Background Intellectual Property of each party remains the property of that party.
- 6.2 AHSC will own all Project Intellectual Property.
- 6.3 AHSC grants, and you accept, a non-exclusive, irrevocable, perpetual, royalty free licence (not including a right to sub-license) to use for Your internal business purposes:
 - (a) the Project Intellectual Property; and
 - (b) AHSC's Background Intellectual Property comprising part of the Servicesto the extent necessary to enable You to enjoy the full benefit of the Services and this Agreement.

7. INSURANCE

- 7.1 AHSC must obtain and maintain insurance coverage sufficient to cover any loss or costs that may be incurred and for which AHSC is liable in connection with the provision of the Services.

8. LIMITATION ON LIABILITY

- 8.1 To the maximum extent permitted by law:
 - (a) AHSC is not liable to You for any indirect, consequential or special losses (including loss of profit, loss of business opportunity and payment of liquidated sums or damages);
 - (b) the liability of AHSC to You arising out of any non-performance of the Services or any error or omission by AHSC whether under the law of contract, tort, or otherwise is limited to the re-performance of the Services;
 - (c) AHSC's liability to You arising out of or in connection with this Agreement, shall be limited in aggregate to equal that of the fees charged under this Agreement.
- 8.2 The deliverables provided as part of the Services may only be used by You for the purposes agreed by the parties. AHSC disclaims all liability in relation to any other use of the deliverables or to any other party in respect of the deliverables.

9. CONFIDENTIALITY & PRIVACY

For the purpose of this clause 9:

Confidential Information means any technical, scientific, commercial, financial or other information of, about, or in any way related to either party, including any information designated by a party as confidential, which is disclosed, made available, communicated or delivered to the other party, but excludes information that is in the public domain other than as a breach of this Agreement.

- 9.1 Each party (including its employees, agents, directors, partners, shareholders and consultants) must not disclose or otherwise make available any Confidential Information of the other party to any other person.



- 9.2 A party must immediately notify the other party if it becomes aware of a breach of this clause 9.
- 9.3 You acknowledge and agree that you are responsible for the collection, use, storage and otherwise dealing with Personal Information related to your business.
- 9.4 You must:
- (a) notify natural persons from whom Personal Information is collected about any matter prescribed by the Privacy Act in relation to the collection, use and storage of their Personal Information; and
 - (b) ensure that any Personal Information transferred to us is complete, accurate and up to date.
- 9.5 Without limiting clause 2, you may only disclose Personal Information in your control to us if:
- (a) you are authorised by the Privacy Act to collect the Personal Information and to use or disclose it in the manner required by this Agreement;
 - (b) you have informed the individual to whom the Personal Information relates, that in order to process their request it might be necessary for you to disclose their Personal Information to a third party and you have obtained their consent to do so; and
 - (c) where any Personal Information is Sensitive Information, you have obtained the specific consent to that disclosure from the individual to whom the Sensitive Information relates.

10. DISPUTE RESOLUTION

- 10.1 Any dispute or difference ("Dispute") between You and AHSC may be notified by a party to the other party by a notice of dispute. The parties shall:
- (a) within 28 days of the date of the notice, meet to negotiate, in good faith, a resolution of the Dispute. Each party is to be represented at the meeting by a person who has authority to negotiate and resolve the Dispute; and
 - (b) if the parties fail to achieve a resolution of the Dispute within 14 days from the date of the meeting referred to in clause 10.1(a) above, the parties must arrange for and attend a mediation, administered in accordance with procedures as set out by the Institute of Arbitrators and Mediators Australia.

11. TERMINATION

- 11.1 Either party may terminate this Agreement immediately by notice in writing to the other party if the other party:
- (c) becomes insolvent;
 - (d) commits a material breach of this Agreement that is not capable of being cured; or
 - (e) commits a breach of this Agreement which it fails to remedy within 30 days of receiving notice of the breach.

12. VARIATION

- 12.1 This Agreement may only be varied with the written consent of each party.

13. GENERAL

- 13.1 AHSC is engaged as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the parties.
- 13.2 This Agreement is governed by the law in force in Victoria. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.



13.3 This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

EXECUTION

Executed as an agreement.

Signed for and on behalf of **AHSC** by its duly authorised officer:

.....
Name

.....
Signature

.....
Position

.....
Date

Signed for and on behalf of **You** by its duly authorised officer:

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Name

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Signature

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Position

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Date