



Contract for Services

COORDINARE LIMITED

{{ \$provider_[entity].name }}

Contract Number: {{ \$key }}

Version number: {{ \$contract_version }}

(Refer to Item K)

The person executing this document acknowledges that they have read and understood the entire document

Executed as an agreement

{{ \$docusign_signer }}

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PART A: SCHEDULE

ITEM A - ACTIVITY INFORMATION	
Activity	{{title}}
Start Date	{{start_date}}
End Date	{{schedule_end_date}}
Funding Body	{{funding_body}}
Funding Deed	{{funding_deed_}}
Contract number	{{key}}
COORDINARE Contact Person	{{person_responsible}}
ITEM B - PROVIDER AND SERVICE INFORMATION	
Service Name	{{title}}
Provider Details	{{provider_[entity].name}}
Provider ABN	{{provider_[entity].abn}}
Key contact person and position	{{entity_contact_person_(signatory).name}} - {{entity_contact_person_(signatory).job_title}}
Email	{{entity_contact_person_(signatory).email}}
The Services	
{{1._the_services}}	
Requirements	
a. Meetings (refer to clause 2.1.6) {{2a._meetings}}	
b. Service Location (refer to clause 2.1.1) {{2b._service_location}}	
c. Service volumes (refer to clause 2.1.1) {{2c._service_volumes}}	
d. Cultural awareness, safety and inclusion (refer to clause 2.2) {{2d._cultural_awareness,_safety_and_inclusion}}	
e. Partnerships (refer to clause 2.1.7) {{2e._partnerships}}	
f. Performance monitoring and data reporting (refer to clause 2.13)	

{{2f._performance_measurement_and_data_reporting}}		
g. System integration (refer to clause 2.1) {{2g._system_integration_}}		
h. Quality and safety (refer to clauses 2.1.5 and 2.5) 1. The Provider must comply with, and hold accreditation under, the relevant National Safety and Quality Standards applicable to the Activity, including: a. National Safety and Quality Health Service Standards; b. National Safety and Quality Mental Health Standards for Community Managed Organisations; and c. National Safety and Quality Digital Mental Health Standards. 2. If the Provider does not yet hold accreditation under an applicable standard the Provider must: a. become accredited as soon as practicable; and b. within 12 months of the Commencement Date, demonstrate progress toward accreditation and provide evidence of engagement with an approved accrediting body. 3. The Provider must advise COORDINARE of any barriers to accreditation or compliance with applicable standards. {{2h._quality_and_safety}}		
i. Intellectual Property (refer to clause 9) {{2i._intellectual_property}}		
j. Other requirements (refer to clause 2.1) {{2j._other_requirements}}		
Supplementary Conditions (refer to clause 1.1)		
{{3._supplementary_conditions}}		
Annexures and other material (refer to clause 1.1)		
1.	{{descriptions}}	{{contract_documents_-_attachments}}

ITEM C - FUNDING AND PAYMENT (Refer to clause 8)			
Total price that COORDINARE will pay for the Services, broken down by financial year.			
Financial Year	Service Name	Amount	GST
{{fy_funding_breakdown}}	{{service_name}}	{{approved_amount_-_fy}}	{{gst_component_fy_}}
TOTAL		{{payment_allocation_total}}	{{gst_on_agreement}}
Other requirements: {{item_c:_other_requirements}}			

ITEM D - BUDGET (refer to clause 5 and 8.11)

The Provider may move Funds between items of the Approved Budget up to a maximum of {{ \$budget_allocation_%_variation }}% without seeking COORDINARE's approval.

ITEM E - PLANS, BUDGET AND REPORTS (Refer to clause 5)**a. Transition plan requirements**

{{ \$a._transition_plan_requirements }}

b. Budget requirements

{{ \$b._budget_requirements }}

c. Services plan requirements

{{ \$c._service_plan_requirements }}

d. Financial reports

{{ \$d._financial_reports }}

ITEM F - MILESTONES, REPORTING AND PAYMENT SCHEDULE (Refer to clause 2.1.1, 2.1.3 and 8.3)

Milestones	Description	Due date	Payment amount (ex GST)
{{ \$milestones }}	{{ \$milestones_description }}	{{ \$due_date_ }}	{{ \$payment_amount }}
Total			{{ \$payment_allocation_total }}
Total GST			{{ \$gst_on_payment_merge_formula }}

ITEM G - INSURANCE REQUIREMENTS (Refer to clause 6)**a. Public liability insurance requirement**

{{ \$a._public_liability_insurance_requirement }}

b. Professional indemnity insurance requirement

{{ \$b._professional_indemnity_insurance_requirement }}

c. Workers compensation insurance requirement:

{{ \$c._worker_compensation_insurance_requirement_ }}

d. Other insurance requirements

{{ \$d._other_insurance_requirements }}

ITEM H - WORKFORCE, KEY PERSONS AND SUBCONTRACTORS (refer to clause 7)				
Workforce requirements				
{{ \$a_workforce_requirement }}				
Specified Personnel				
{{ \$b_specified_personnel }}				
Subcontractors				
{{ \$c_subcontractors }}				

ITEM J - KEY PERFORMANCE INDICATORS (refer to clause 2.1.1)				
KPI No	Domain	Indicator	Target	Due Date
1.	{{ \$performance_domain }}	{{ \$indicator }}	{{ \$target }}	{{ \$kpi_due_date }}

Performance Measures

In addition to the KPIs, the below measures will be collected and assessed to monitor overall performance of the program.

Indicator No	Domain	Indicator
1.	{{ \$domain_3 }}	{{ \$indicator_3 }}

ITEM K - CONTRACT VERSIONS & VARIATIONS (refer to clause 19.21)				
No	Contract document reference number	Contract document Date	Description	Endorsed by
1.	{{ \$contract_document_reference_number }}	{{ \$contract_document_date }}	{{ \$description }}	{{ \$endorsed_by }}

PART B: GENERAL TERMS AND CONDITIONS

Background

- A. Under the Funding Deed, the Funding Body provides funding to COORDINARE as a Primary Health Network (**PHN**) for the Activity set out in the Schedule.
- B. COORDINARE has engaged the Provider to provide the Services in order to deliver the Activity.

1. Contract

- 1.1 The Contract between COORDINARE and the Provider consists of the following components which take priority in the case of conflict as set out in the table:

Schedule – Supplementary Conditions (if any)	1
These General Terms	2
Schedule – balance of the Schedule	3
Schedule - any annexures or attachments	4
Any documents incorporated by reference into the above documents	5

2. Provider's obligations

Performance

- 2.1 The Provider must provide the Services in accordance with this Contract and must:
- 2.1.1 comply with Milestones, Key Performance Indicators, Deliverables, Plans and other requirements set out in the Schedule;
 - 2.1.2 perform the Services in a diligent manner to the standard expected of a person skilled in the delivery of the Services;
 - 2.1.3 comply with all COORDINARE's reasonable directions in relation to the Contract;
 - 2.1.4 comply with all Laws that govern the delivery of Services and any Funding Body policy or requirement as notified by COORDINARE;
 - 2.1.5 maintain appropriate systems and processes to ensure service quality is maintained at a level satisfactory to COORDINARE and as set out in the Schedule;
 - 2.1.6 participate in meetings with COORDINARE and other parties as set out in the Schedule or requested by COORDINARE;
 - 2.1.7 engage with Partner Organisations as set out in the Schedule; and
 - 2.1.8 act at all times in good faith and with integrity.
- 2.2 Subject to and in accordance with the Schedule the Provider must:
- 2.2.1 have in place, or have a strong commitment to, ongoing development and review of Aboriginal and Torres Strait Islander cultural safety, ensuring culturally safe services as defined by those who receive the Services; and
 - 2.2.2 ensure the Services are safe and inclusive for culturally and linguistically diverse, LGBTIQ+ and other vulnerable communities.
- 2.3 The Provider remains fully responsible the performance of this Contract regardless of:
- 2.3.1 COORDINARE's involvement in, or directions about, the Services;
 - 2.3.2 payment of any Grant Funds;
 - 2.3.3 subcontracting of any part of the Services, including approved subcontracting; or,

- 2.3.4 acceptance or approval by COORDINARE of any Deliverable, Milestone, Plan, or other requirement of this Contract.

Qualifications and professional Credentials

- 2.4 The Provider must ensure that it and all Staff providing Services:
 - 2.4.1 are adequately experienced and hold such licences, qualifications, certifications registrations and memberships as are:
 - (a) required to lawfully provide the Services; and
 - (b) required by the Funding Body or COORDINARE;
 - 2.4.2 comply with the requirements of such Credentials; and
 - 2.4.3 have sufficient professional indemnity insurance and other insurances in place for malpractice, negligence, public and products liability.

Governance

- 2.5 The Provider must maintain clinical and non-clinical governance arrangements satisfactory to COORDINARE (acting reasonably), including:
 - 2.5.1 adopting and remaining accredited or certified under all applicable industry or other standards and quality assurance or other standards as directed by COORDINARE;
 - 2.5.2 ensuring Staff are supervised properly and work within their qualifications, expertise, scope of practice and experience;
 - 2.5.3 maintaining a suitable complaints process including an obligation to continue performing Services where it is safe to do so, following a complaint; and
 - 2.5.4 such other arrangements specified in the Schedule or required by COORDINARE.

Notifications and notifiable Incidents

- 2.6 The Provider must
 - 2.6.1 notify COORDINARE immediately and in any event within 24 hours of a Major Incident.
 - 2.6.2 notify COORDINARE within 48 hours of:
 - (a) any actual or anticipated breach of this Contract which is not a Major Incident; and
 - (b) any complaints received by the Provider in relation to provision of the Services or this Contract.
 - 2.6.3 provide a complete incident report in the form required by COORDINARE within 72 hours of any matter covered by clause 2.6.1 or 2.6.2.
 - 2.6.4 notify COORDINARE within 5 Business Days of becoming aware of any change or anticipated change in the Provider's details, including contact details, registration status, service location or capacity to comply with this Contract.
 - 2.6.5 maintain a risk and incident process setting out the obligations in this clause.
- 2.7 If the Provider is required to notify COORDINARE, the notification must include details of the circumstances to COORDINARE's reasonable satisfaction and the Provider must provide further details that COORDINARE request.

Vulnerable Persons

- 2.8 The Provider must:
 - 2.8.1 ensure that no Law prevents its Staff from being engaged in any capacity where they might have contact with Vulnerable Persons;
 - 2.8.2 comply with all Laws relating to Staff having contact with Vulnerable Persons;

- 2.8.3 implement the Child Safe Principles;
 - 2.8.4 participate in training facilitated by COORDINARE in relation to the Child Safe Principles as required by COORDINARE; and
 - 2.8.5 provide information and reports in relation to the Child Safe Principles as required by COORDINARE.
- 2.9 Before engaging, deploying or redeploying any Staff that work with or may have contact with a Vulnerable Person as part of the Services, the Provider must obtain a Police Check and, where applicable, a valid Working with Children Check, for the Staff. The Provider must repeat this process every 3 years for each Staff member.

Police Checks, Charges and Records

- 2.10 If a Police Check indicates, or the Provider is otherwise aware, that a Staff member has a Serious Record, the Provider must not deploy or redeploy the Staff in relation to the Services.
- 2.11 If a Police Check indicates, or the Provider is otherwise aware, that a Staff member has a Criminal or Court Record, the Provider must not engage, deploy or redeploy Staff in relation to the Services unless the Provider has COORDINARE's consent.
- 2.12 Within 12 hours of becoming aware that any Staff member has been charged, convicted or otherwise the defendant of a Serious Offence or Other Offence, or that a Staff member has a Serious Record, Criminal or Court Record, the Provider must:
 - 2.12.1 notify COORDINARE;
 - 2.12.2 provide all information COORDINARE requests; and
 - 2.12.3 immediately comply with COORDINARE's directions.

Data collection, reporting and analysis

- 2.13 Subject to and in accordance with the Schedule, the Provider must as COORDINARE requires:
 - 2.13.1 collect and provide accurate data and reports to COORDINARE, the Funding Body and Partner Organisations;
 - 2.13.2 adhere to any data collection, sharing and Reporting Requirements;
 - 2.13.3 provide missing data and correct inaccurate data; and
 - 2.13.4 participate in evaluation activities.

3. Provider's warranties

- 3.1 The Provider warrants to COORDINARE that:
 - 3.1.1 if it is required to be registered for GST, it is registered for GST and the ABN stated in the Schedule is correct;
 - 3.1.2 it is not restricted in any way from performing the Services;
 - 3.1.3 no Conflict exists or is likely to arise in connection with this Contract;
 - 3.1.4 it will not breach third party's Intellectual Property Rights in delivering the Services;
 - 3.1.5 COORDINARE's use of Material delivered by the Provider in connection with the Services will not breach any third party's Intellectual Property Rights;
 - 3.1.6 it has not been named by the Director of the Workplace Gender Equality Agency as an employer not complying with the Workplace Gender Equality Act 2012 (Cth);
 - 3.1.7 it will not represent that the Provider or any Staff are employed by COORDINARE;
 - 3.1.8 neither it nor any of its Staff have been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings in connection with slavery and human trafficking;
 - 3.1.9 it conducts its business in a manner which complies with the Modern Slavery Laws; and

- 3.1.10 it is not aware of any circumstances within its supply chain that is not consistent with Laws relating to modern slavery or which would constitute modern slavery or a modern slavery offence if carried out in Australia.

4. Nature of relationship

- 4.1 The Provider is an independent contractor.
- 4.2 The Provider is not an employee, agent, partner, officer or joint-venturer of COORDINARE and nothing in this Contract or in the course of dealing between the parties gives rise to such relationship.
- 4.3 The Provider has no power or authority to bind or represent or expend or commit funds or resources on behalf of COORDINARE in any way and the Provider must not, and must ensure its Staff do not, engage in any conduct which could result in a third party believing that the Provider has such power or authority.

5. Plans, budgets and reporting

- 5.1 Subject to and in accordance with the Schedule the Provider must submit the following Plans for approval via Folio or as reasonably required by COORDINARE:
- 5.1.1 a draft Budget;
- 5.1.2 a draft Services Plan; and
- 5.1.3 a draft Transition Plan.
- 5.2 The Provider must amend draft Plans as required by COORDINARE.
- 5.3 COORDINARE will review and approve the draft Plans in its discretion.
- 5.4 The Provider must review approved Plans and provide updated Plans for further approval by COORDINARE as required by the Schedule and as otherwise required by COORDINARE.
- 5.5 The Provider must perform the Services in accordance with the approved Plans. For clarity, if an updated Plan has been approved by COORDINARE it replaces the approved Plan.
- 5.6 Subject to and in accordance with the Schedule, the Provider must submit the following reports for COORDINARE's approval as reasonably required by COORDINARE:
- 5.6.1 performance report recording progress against the Approved Services Plan;
- 5.6.2 financial report recording income and expenditure against the Approved Budget; and
- 5.6.3 any other report set out in the Schedule or required by COORDINARE.

6. Insurance

Required Insurance

- 6.1 Subject to and in accordance with the Schedule, the Provider must effect and maintain all necessary insurances in respect of the Services as required by Law and including:
- 6.1.1 Public liability insurance of \$20 million;
- 6.1.2 Professional indemnity insurance \$10 million; and
- 6.1.3 Workers' compensation insurance.
- 6.2 If an insurance policy is a 'claims made policy', which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, the Provider must maintain the policy during the Term and a policy in like terms for 7 years, plus any longer period specified in the Schedule, after the End Date.
- 6.3 If an insurance policy is an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of the event can occur at any time subsequently, the Provider must maintain the policy throughout the Term.
- 6.4 The Provider must provide evidence of compliance with clause 6.1 to COORDINARE's satisfaction, within 7 days of renewal of any insurance policy and otherwise on COORDINARE's request.

- 6.5 If the Provider fails to comply with this clause COORDINARE may (in its sole discretion and in addition to any other right it may have):
- 6.5.1 suspend any payment otherwise due under this Contract; or
 - 6.5.2 effect and maintain the insurance at the Provider's cost.

Notification

- 6.6 The Provider must immediately notify COORDINARE of:
- 6.6.1 any insurance policy required by this Contract being cancelled or not renewed;
 - 6.6.2 circumstances that may result in an insurance policy being cancelled or not renewed;
 - 6.6.3 any circumstances giving rise to a Claim under any of the insurance policies required under this Contract; or
 - 6.6.4 the estimated total combined value of Claims made against the Provider (whether or not in connection with the Services or Contract) which may arise from circumstances reported by the Provider to its insurer in a policy year would potentially reduce the available limit of policy indemnity for that year below the amount required by this Contract.

7. Staff, Specified Personnel and Subcontracting

Staff

- 7.1 Conduct of the Provider's Staff is conduct of the Provider under this Contract.
- 7.2 Subject to and in accordance with the Schedule the Provider must:
- 7.2.1 deploy appropriately skilled and qualified Staff and resources to meet its obligations under this Contract; and
 - 7.2.2 ensure appropriate contracts are in place with Staff involved with the Services;
 - 7.2.3 ensure that its Staff are aware of the obligations in this Contract; and
 - 7.2.4 use reasonable endeavours to obtain written consent from its Staff or any other person under its direction or engaged in relation to the Services to the disclosure of personal information to COORDINARE, the Funding Body or a Partner Organisation.

Specified Personnel

- 7.3 Subject to and in accordance with the Schedule, the Provider must:
- 7.3.1 employ the Specified Personnel as required by the Schedule to deliver the Services;
 - 7.3.2 not replace the Specified Personnel without COORDINARE's prior written approval; and
 - 7.3.3 if any Specified Personnel die, become seriously ill or resign, replace them with persons approved by COORDINARE of at least equivalent experience, ability and expertise.

Subcontracting

- 7.4 The Provider must not subcontract any part of the Services without COORDINARE's consent.
- 7.5 The Subcontractors (if any) specified in the Schedule are approved by COORDINARE subject to any requirements set out in the Schedule.

Minimum terms of subcontracts

- 7.6 Notwithstanding COORDINARE's approval of a Subcontractor, the Provider must ensure that any subcontract is consistent with the Provider's obligations and COORDINARE's rights under this Contract and includes any provision COORDINARE reasonably requires.
- 7.7 The Provider acknowledges that a Funding Deed may require COORDINARE mandate that subcontracts contain certain provisions and the Provider agrees that it is reasonable for COORDINARE to require subcontracts include those provisions.
- 7.8 Without limiting the previous clause, any subcontract must:

- 7.8.1 include a right of termination to take account of COORDINARE's rights of termination under this Contract;
- 7.8.2 require the Subcontractor to have the necessary relevant expertise and the appropriate types and amounts of insurance to perform the work it is engaged to perform;
- 7.8.3 require the Subcontractor to comply with the obligations in this Contract related to Vulnerable Persons as if it were the Provider;
- 7.8.4 require the Subcontractor to comply with obligations under the following clauses as if it were the Provider: 6 Insurance, 9 Intellectual Property, 10 Privacy, 12 Confidential Information, 14 Record Keeping, 15 Work health and safety, 17 Publications and communication;
- 7.8.5 require the Subcontractor to acknowledge that they may be considered a 'Commonwealth service provider' for the purposes of the Ombudsman Act 1976 (Cth) and subject to investigation by the Ombudsman under that Act at the cost of the Provider; and
- 7.8.6 prohibit the Subcontractor from further subcontracting any part of the Services without COORDINARE's consent.

Copy of contracts

- 7.9 Subject to and in accordance with the Schedule, before a Subcontractor commences work, if requested by COORDINARE, the Provider must provide a copy of the subcontract and details of the Subcontractor's relevant Staff.
- 7.10 The Provider must amend the Subcontract as required by COORDINARE.

Removal of staff and subcontractors

- 7.11 COORDINARE, acting reasonably, may at any time request in writing that any member of the Provider's or Subcontractor's Staff cease providing the Services and the Provider must remove that person without any Claim for compensation.

8. Funding

Funding the Services

- 8.1 The Provider is responsible for all costs it incurs in providing the Services. The Provider must continue to provide the Services during the Term despite any shortfall in the Funds.
- 8.2 COORDINARE is not responsible for providing any money in excess of the Funds specified in the Schedule or any funding after the End Date.

Payment of Funds

- 8.3 If the Provider complies with this Contract, COORDINARE will pay the Funds as outlined in the Schedule to the Provider within 30 days after the later of:
 - 8.3.1 the Provider satisfying the preconditions (if any) specified for that payment;
 - 8.3.2 COORDINARE receiving the Funds from the Funding Body; and
 - 8.3.3 the Provider submitting to COORDINARE (via Folio, unless the Schedule provides otherwise) a Tax Invoice for that payment; and
- 8.4 The Provider must keep Funds in an Australian bank account in the sole name of the Provider with an authorised deposit-taking institution licensed by the Australian Prudential Regulatory Authority to carry on banking business.
- 8.5 The Provider must not buy services from a party named by the Director of the Workplace Gender Equality Agency as currently not complying with the Workplace General Equality Act 2012 (Cth).

COORDINARE can withhold or reduce the Funds

- 8.6 If the Provider has not provided a Deliverable, met a Milestone or otherwise not complied with an obligation under this Contract by the due date for the obligation to COORDINARE's reasonable satisfaction,

COORDINARE may in its absolute discretion withhold all or part of the Funds remaining payable under this Contract until the obligation is completed to COORDINARE'S reasonable satisfaction.

8.7 If the Provider breaches a provision of this Contract, COORDINARE may, in its absolute discretion, withhold (either permanently or temporarily) all or part of the Funds remaining payable under this Contract.

8.8 COORDINARE may in its absolute discretion withhold (either permanently or temporarily), all or part of the Funds payable under this Contract:

8.8.1 by the amount of any monetary or in-kind contributions (other than those identified in the Schedule) that the Provider receives, or is entitled to receive, for the Services or another project that is similar to the Services; and/or

8.8.2 by the amount of any:

(a) money that the Provider owes to COORDINARE; or

(b) money the Provider is required to provide, but has not provided;

whether under this Contract or any other arrangement between the Provider and COORDINARE.

8.9 COORDINARE's rights to withhold or reduce Funds are in addition to its other rights.

8.10 The Provider must continue to perform the Provider's obligations under this Contract despite any withholding or reduction.

The Provider's use of the Funds

8.11 The Provider must:

8.11.1 if there is an Approved Budget, only spend Funds in accordance with the Approved Budget;

8.11.2 subject to any reallocation permitted by the Schedule, obtain COORDINARE's consent to reallocate Funds within an Approved Budget;

8.11.3 use the Funds solely to provide the Services including agreed internal costs associated with the Services;

8.11.4 provide value for money, including minimising administrative overheads and delivering the Services efficiently; and

8.11.5 manage the Funds appropriately and ethically.

Travel and accommodation expenses

8.12 The Provider may use the Funds for domestic travel and accommodation expenses that the Provider's Staff incur in the course of providing the Services provided that the travel is taken by the most cost-effective and direct means possible and the rate claimed is not more than the ATO Rate for the allowance.

Motor vehicles

8.13 If COORDINARE provides Funds to lease a motor vehicle, the Provider must:

8.13.1 have the motor vehicle regularly serviced and maintained;

8.13.2 ensure that it's only driven by Staff with an appropriate licence;

8.13.3 ensure that the motor vehicle is unencumbered; and

8.13.4 if the motor vehicle is second hand, have it certified by a qualified mechanic as to its roadworthiness and mechanical suitability for its intended purpose before Funds are committed or spent on the motor vehicle.

Timing

8.14 Except as otherwise agreed in writing by COORDINARE and subject to clause 8.15, the Provider must not Commit or spend any part of the Funds beyond the End Date.

8.15 The Provider may pay Funds after the End Date if the payment was Committed before the End Date in accordance with the Approved Budget (if any) and this Contract.

Financial accounts and records

- 8.16 The Provider must keep separate financial accounts and records that:
- 8.16.1 identify all receipts and payments made in connection with the Services;
 - 8.16.2 identify all interest earned by the Provider on the Funds; and
 - 8.16.3 enable preparation of any financial report set out in the Schedule.

Prohibited use of the Funds

- 8.17 Except with COORDINARE's consent, the Provider must not use Funds:
- 8.17.1 for capital infrastructure;
 - 8.17.2 to loan money or assets, as security for a loan or for interest payments;
 - 8.17.3 for legal or other costs to settle claims including employee claims against the Provider;
 - 8.17.4 for retrospective items or services;
 - 8.17.5 for activities undertaken by political organisations;
 - 8.17.6 for any international travel or expenses related to international travel;
 - 8.17.7 to pay fines or penalties;
 - 8.17.8 to provide redundancy, bonus or performance benefits, advances, commissions or similar benefits to any person;
 - 8.17.9 for a sale and lease back arrangement;
 - 8.17.10 to lease an item of property that the Provider owns;
 - 8.17.11 for the purpose of establishing a subsidiary or other commercial entity or activity;
 - 8.17.12 to pay the Provider any fee or charge that is calculated on a basis other than the costs the Provider actually incurs in the performance of the Service;
 - 8.17.13 to purchase a car or other vehicle; or
 - 8.17.14 to provide for the future replacement of any asset or to Dispose of, acquire or provide for the future replacement of any land, building or other real property.
- 8.18 For the purpose of 8.17.12, 'costs the Provider actually incurs in the performance of the Service' includes the proportion of any general operational overhead or expense that is reasonably required for the Provider to perform the Services. COORDINARE may require the Provider to demonstrate that the Provider's attribution of an operational overhead or expense to the Services is reasonable.
- 8.19 Except with COORDINARE's consent, the Provider must not use this Contract or Intellectual Property Rights in Services Material as security for loans, credit or in relation to litigation.

Unspent or Misspent Funds

- 8.20 If at any time COORDINARE determines that:
- 8.20.1 the Provider not spent or Committed received Funds in accordance with this Contract including as a result of the Provider having a surplus and/or underspend; or
 - 8.20.2 COORDINARE has made an overpayment of Funds to the Provider;
- then at COORDINARE's discretion:
- 8.20.3 the Provider must repay the Funds within 30 days of a notice to do so;
 - 8.20.4 the Provider must deal with those Funds as directed by COORDINARE; or
 - 8.20.5 COORDINARE may reduce further Fund payment/s.

Interest

- 8.21 The Provider must pay Interest on any late payments to COORDINARE on the outstanding amount until it is paid in full.
- 8.22 The Provider acknowledges that Interest payable under this Contract is a reasonable and genuine pre-estimate of loss to COORDINARE.
- 8.23 The Provider must on COORDINARE's request pay any amount owed or payable to or otherwise recoverable from the Provider by COORDINARE without prejudice to any other rights available to COORDINARE as a debt due without further proof of the debt being necessary.

9. Intellectual property

- 9.1 The provisions of this clause are subject to any specific provisions in the Schedule in relation to Material and Intellectual Property Rights.

Existing Material

- 9.2 Each party retains all Intellectual Property Rights in their Existing Material.
- 9.3 The Provider grants a Licence to use its Existing Material to COORDINARE and the Funding Body.

Provider's use of Material

- 9.4 To the extent necessary to provide the Services, COORDINARE grants to the Provider a non-exclusive, revocable licence to use Material (this includes Existing Material and Services Material).
- 9.5 This licence expires on the earlier of the End Date and termination of the licence.
- 9.6 The Provider must use the licenced Material in accordance with any requirements in the Schedule or otherwise as notified by COORDINARE or the owner of the Material.

Services Material

- 9.7 From creation, COORDINARE owns any Services Material and if required by the Funding Deed COORDINARE owns the Services Material with the Funding Body or other party.

Moral Rights

- 9.8 The Provider must obtain from any holder of Moral rights in Material written consent to the Provider's, COORDINARE's and any other person's use of the Material pursuant to this Contract.

Cultural information

- 9.9 The Provider must notify COORDINARE if it provides Cultural Information.
- 9.10 The Provider will not publish any Cultural Information without COORDINARE's consent.

10. Privacy

Protection of Personal Information

- 10.1 The Provider must:
- 10.1.1 not do anything which if done by the Funding Body would breach Privacy Legislation;
 - 10.1.2 comply with Privacy Legislation;
 - 10.1.3 implement appropriate data and information security measures and systems and otherwise use reasonable endeavours to maintain the security of the data and information it holds and prevent unauthorised access, or notify COORDINARE if it is unable to do so;
 - 10.1.4 maintain a data breach response plan that meets the notification, investigation and reporting requirements in Privacy Legislation;
 - 10.1.5 provide information COORDINARE requests in relation to the Provider's compliance with privacy related obligations;
 - 10.1.6 comply with COORDINARE's directions, guidelines, determinations and recommendations to the extent they are consistent with this clause 10.1;

- 10.1.7 notify COORDINARE immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 10.1; and
- 10.1.8 take all action reasonably necessary to mitigate the risk of an Eligible Data Breach causing serious harm to any individual.

Health information

- 10.2 If the Provider provides a Health Service the Provider must:
 - 10.2.1 use best endeavours to obtain each Consumer's written consent to transfer their Personal Information that the Provider holds in connection with the Services to a Health Services provider engaged to provide Health Services to them;
 - 10.2.2 keep records of written consent provided by each Consumer in accordance with this clause;
 - 10.2.3 ensure that records of Consumers who don't consent are able to be separated from other records in the event of a transfer of information to another Health Services provider; and
 - 10.2.4 comply with any direction from COORDINARE to transfer Personal Information (including health information) of each Consumer who provided consent under this clause to another Australian Health Services provider to provide a similar Health Services to that individual.

Personal Information relating to the Provider

- 10.3 COORDINARE may:
 - 10.3.1 disclose the Provider's Personal Information to the Funding Body which may publish the information including the existence of this Contract; and
 - 10.3.2 disclose Personal Information about the Provider's Staff to the Funding Body and any other entity that has a role in administering the Activity.
- 10.4 Personal Information disclosed to the Funding Body or another entity may be:
 - 10.4.1 used or disclosed by the Funding Body or other entity to administer programmes or funding; and
 - 10.4.2 disclosed by the Funding Body or other entity to other government agencies or entities.

11. Indemnity and liability

Indemnity

- 11.1 The Provider indemnifies COORDINARE and its Staff against, any Loss arising directly or indirectly from a Claim (including a Claim by a third party):
 - 11.1.1 in connection with the Provider performing or attempting to perform the Services under this Contract, including a Claim for personal injury (including sickness and death) or property damage;
 - 11.1.2 for the Provider's breach of this Contract or any Law;
 - 11.1.3 for the Provider's breach of a duty of confidentiality;
 - 11.1.4 resulting from a cyber-security breach affecting the Provider;
 - 11.1.5 resulting from the Provider's use of artificial intelligence tools and models including large language models, chatbots, agents, machine learning, generative AI, copilots and other tools and models whether the tool / model existed at the time this Contract was made or not;
 - 11.1.6 in relation to the Provider's obligations to their Staff including in relation to payroll tax, superannuation and WHS;
 - 11.1.7 in relation to false or misleading information, negligence or the wilful act or omission of the Provider or its Staff;
 - 11.1.8 alleging employment, or deemed employment, of any of the Provider's Staff for any purpose during or under this Contract; and
 - 11.1.9 that the Services or use of Services Material or the Provider's Existing Material infringes any Intellectual Property Rights.

- 11.2 The Provider's indemnity under clauses 11.1.1, 11.1.7, or 11.1.9 is reduced to the extent that a negligent act or omission or wilful default of COORDINARE or its Staff (except the Provider and the Provider's Staff) contributed to the relevant Loss or Claim.
- 11.3 The Provider must immediately notify COORDINARE if it becomes aware of any Claim or any event or circumstance that may give rise to COORDINARE incurring Loss.
- 11.4 COORDINARE holds the benefit of clause 11 for itself and on trust for its Staff (excluding the Provider and Provider's Staff) (each called a **Beneficiary**). COORDINARE and each Beneficiary may enforce this clause on all or any of their behalf. It is not necessary for COORDINARE or any Beneficiary to incur expense or make payment before it enforces an indemnity conferred by this Contract.

Proportionate liability

- 11.5 To the extent permitted by Law, and except as expressly stated by clause 11.2, the operation of any legislative proportionate liability regime is excluded in relation to any Claim against the Provider in connection with this Contract or any Service.

12. Confidential information

Use and disclosure

- 12.1 A party must not disclose the other party's Confidential Information without consent or as permitted by this Contract.
- 12.2 A party may disclose the other party's Confidential Information:
- 12.2.1 for the purposes of this Contract;
 - 12.2.2 if required by Law; and
 - 12.2.3 to its Staff who have a need to know the information for the purposes of this Contract and provided that the Staff are informed that the information is confidential and the Staff are prepared to comply with clause 12.5.
- 12.3 COORDINARE may disclose the Provider's Confidential Information to the Funding Body and / or Partner Organisation.
- 12.4 The Provider must secure Confidential Information against loss and unauthorised access, use, modification or disclosure.
- 12.5 If required by COORDINARE, the Provider must have its Staff execute a specified confidentiality document in relation to Confidential Information.
- 12.6 On expiration or on termination of this Contract, each party must promptly return (or destroy if requested) all the other party's Confidential Information.
- 12.7 Each party may retain a copy of Confidential Information and Services Material to the extent required for record keeping and to comply with a Law provided it is retained in accordance with this Contract.

Disclosure required by Law

- 12.8 If a party is required by Law to disclose Confidential Information the party must:
- 12.8.1 notify the other party; and
 - 12.8.2 give the other party a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of that information; and
 - 12.8.3 tell the person the party is required to disclose the Confidential Information to that the information is confidential to the other party.

Unauthorised access or disclosure

- 12.9 A party must promptly notify the other party of any unauthorised disclosure or use of Confidential Information.

13. Conflict of interest

Conflicts of interest

- 13.1 The Provider must:
- 13.1.1 have and maintain a conflict of interest policy to avoid or manage and disclose any real or perceived Conflict;
 - 13.1.2 not undertake or continue the Services or other conduct where to do so could reasonably be expected to generate a Conflict between the interests of the Provider or its Staff and COORDINARE or the Funding Body;
 - 13.1.3 immediately, if the Provider has reasonable grounds to believe that a Conflict has or will arise, make full disclosure of relevant information about the Conflict, set out how the Provider proposes to address the Conflict and take any steps reasonably required by COORDINARE;
 - 13.1.4 if requested, notify COORDINARE of any interests of the nature specified by COORDINARE, for COORDINARE's to include in its register of Provider interests (however titled); and
 - 13.1.5 where an actual Conflict is identified, co-operate with COORDINARE to avoid or, if it cannot be avoided, minimise any adverse effects on COORDINARE arising from the Conflict.
- 13.2 Without limiting the circumstances in which a Conflict may arise for the purposes of this Contract, the Provider acknowledges and agrees that a Conflict between the interests of the Provider and the interests of the funding body is likely to be contrary to the interests of COORDINARE.
- 13.3 If the Provider fails to inform COORDINARE immediately of a conflict or does not take the required action to resolve it, COORDINARE may terminate this Contract in accordance with clause 19.6.

Related Parties

- 13.4 Apart from reimbursing them for travel expense in accordance with clause 8.12, the Provider must not pay any Funds or transfer any Asset to a Related Party without COORDINARE's consent.

14. Records, reporting and audit

Record keeping and provision of records

- 14.1 The Provider must:
- 14.1.1 keep records and accounts that enable verification of compliance with this Contract for a period of 7 years after the End Date (or such longer period as required by Law);
 - 14.1.2 provide COORDINARE with accounts and records as requested;
 - 14.1.3 comply with any Reporting Requirements and all other reasonable directions ;
 - 14.1.4 assist COORDINARE to monitor, evaluate and audit compliance with this Contract, including providing access to accounts, records, Material, its premises and Staff;
 - 14.1.5 provide reasonable assistance to enable COORDINARE to comply with its obligations to the Funding Body in connection with the Activity;
 - 14.1.6 allow persons authorised by COORDINARE, the Funding Body and other Public Accountability Bodies to access its premises and copy Material and records created or held in relation to this Contract;
 - 14.1.7 include a statement in any Personal Information collection notice or consent to permit use of Personal Information by or on behalf of COORDINARE in accordance with this Contract; and
 - 14.1.8 ensure that all records and accounts kept by the Provider in relation to this Contract are protected at all times from unauthorised access, use by a third party, misuse, damage and destruction.
- 14.2 The records and accounts the Provider must keep include:
- 14.2.1 evidence of Credentials including certificates, transcripts and training data;
 - 14.2.2 evidence of Police Checks, National Police Certificate and Working with Children checks; and
 - 14.2.3 financial accounts and records in accordance with applicable accounting principles.

- 14.3 The Provider acknowledges that the Funding Deed requires COORDINARE to have access to accounts and records, Material, the Provider's premises and Staff, documents (within the meaning of the Freedom of Information Act 1982 (Cth)) in various circumstances and the Provider agrees that it is reasonable for COORDINARE to require such access.

Access to documents

- 14.4 Where the Funding Body has received a request for access to a document created by or in the possession of the Provider or a Subcontractor that relates to the performance of this Contract (and not to the entry into this Contract), COORDINARE may at any time by notice require the Provider to provide, or arrange for the provision of, the document to COORDINARE (for provision to the Funding Body) and the Provider must, at no additional cost to the Funding Body, comply with the notice.
- 14.5 In this clause, 'document' has the same meaning as in the Freedom of Information Act 1982 (Cth).

Commonwealth Records

- 14.6 The Provider must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the Archives Act 1983 (Cth)) without COORDINARE's consent. All Commonwealth records, including any held by Subcontractors, must be returned to COORDINARE on the End Date.

Audit

- 14.7 The Provider must provide assistance reasonably requested by COORDINARE or the funding body in relation to evaluation, audit or review of the Services or the Activity including providing access to Staff, accounts, records, Material, other information and the Provider's premises.

15. Work health and safety

- 15.1 The Provider must at its own cost:
- 15.1.1 comply with all Laws relating to WHS, including Workers Compensation Act 1987 (NSW);
 - 15.1.2 ensure, as far as is reasonably practicable, the health and safety of workers engaged by the Provider or workers whose services are influenced or directed by the Provider;
 - 15.1.3 ensure, as far as reasonably practicable, that the health and safety of other persons is not put at risk as a result of work carried out in relation to the Services;
 - 15.1.4 implement a health and safety system (including policies / procedures) as would reasonably be expected of a prudent and experienced Provider similar Services; and
 - 15.1.5 consult, cooperate and coordinate with COORDINARE, the Funding Body and other 'duty holders' (as that term is used in the WHS Act).
- 15.2 If an event occurs in connection with the Services that causes or could cause death, injury or harm, or illness or a dangerous incident as defined in the WHS Law (notifiable incident) the Provider must:
- 15.2.1 immediately notify COORDINARE of all details about the event known to the Provider;
 - 15.2.2 provide all information reasonably required by COORDINARE including reports from authorities including information about the cause and any effect on the Activity; and
 - 15.2.3 take reasonable steps to remedy the effects on health and safety and to ensure the event does not occur again.

16. COORDINARE's property

- 16.1 The Provider must comply with any COORDINARE's policies, procedures or directions in relation to COORDINARE's Property.
- 16.2 COORDINARE may at any time inspect, access or take possession of COORDINARE's Property that is held or otherwise controlled by the Provider.

17. Publications and communication

- 17.1 The Provider must comply with any branding, communication and publication guidelines provided by COORDINARE in relation to the Services.

Announcements and launches

- 17.2 The Provider must:
- 17.2.1 obtain COORDINARE's consent before making or publishing any material, advertising, announcement or statement about or in connection with the Services or the Activity;
 - 17.2.2 at least 8 weeks before a public opening, launch or similar event in relation to the Services, liaise with COORDINARE to develop a communications plan, to be approved by COORDINARE in its absolute discretion;
 - 17.2.3 where directed, invite Funding Body representatives and / or Partner Organisation representatives to a public opening, launch or similar event in relation to the Services; and
 - 17.2.4 comply with any requirement of COORDINARE or a Funding Body in relation to any public opening, launch or similar event, publication or communication.
- 17.3 The Provider acknowledges that COORDINARE and/or the Funding Body may publicise and report on this Contract, the Activity and the Service.

Acknowledgement

- 17.4 Subject to and in accordance with the Schedule, the Provider must:
- 17.4.1 acknowledge COORDINARE's and the Funding Body's funding/support in all publications, promotional and advertising material, public announcements, products, services and Material in relation to the Services in a form COORDINARE approve in its absolute discretion;
 - 17.4.2 if the Services include research, include the following in any acknowledgement of support:
'The funder had no role in the conduct of the study or the interpretation of the results.'
 - 17.4.3 where practical, ensure that acknowledgements include COORDINARE's and/or the Funding Body's logo but not present the Provider as COORDINARE or the Funding Body;
 - 17.4.4 provide required assistance to facilitate COORDINARE's compliance with obligations to acknowledge the Funding Body's contribution to the Services;
 - 17.4.5 not use COORDINARE's/the Funding Body's logo or Intellectual Property without consent.
- 17.5 Where any part of the Services includes producing a publication, the Provider must:
- 17.5.1 provide COORDINARE with a final copy of the publication prior to it being published;
 - 17.5.2 comply with:
 - (a) the Level AA accessibility requirements in the Web Content Accessibility Guidelines 2.0;
 - (b) the World Wide Web Access: Disability Discrimination Act Advisory Notes version 4.0 (2010) issued by the Australian Human Rights Commission; and
 - (c) any additional publication requirements specified by COORDINARE.

Disclaimers

- 17.6 Subject to and in accordance with the Schedule, if the Commonwealth is the Funding Body, the Provider must ensure that:
- 17.6.1 the following disclaimer is included in a prominent position on any website produced as part of a Service:

While the Australian Government Department of Health, Disability and Ageing has contributed to the funding of this website, the information on this website does not necessarily reflect the views of the Australian Government and is not advice that is provided, or information that is endorsed

by, the Australian Government. The Australian Government is not liable in negligence or otherwise for any injury, loss or damage however arising from the use of or reliance on the information provided on this website.

- 17.6.2 the following disclaimer is prominently included in any Material produced as part of the Activity that contains health advice or is published or disseminated to the public:

While the Australian Government helped fund this document, it has not reviewed the content and is not responsible for any injury, loss or damage however arising from the use of or reliance on the information provided herein.

Restrictions on communications

- 17.7 The Provider must not, and must ensure that its Staff do not, correspond directly with the Funding Body about the Services, the Activity or this Contract without COORDINARE's prior written approval.

18. Dispute resolution

- 18.1 Subject to clause 18.2, a party must not start any Claim in respect of a dispute arising under this Contract unless it has complied with this clause
- 18.2 Clause 18.1 does not apply in the following circumstances:
- 18.2.1 where a party starts a Claim to seek urgent interlocutory relief;
- 18.2.2 where an Authority is investigating a breach or suspected breach of Law by the Provider;
- 18.3 A party claiming a dispute must serve a notice on the other party giving details of the dispute.
- 18.4 For 10 Business Days after notice is given the parties must use best efforts to resolve the dispute.
- 18.5 If the parties are unable to resolve the dispute in accordance with clause 18.4 or a longer period as agreed, the dispute must be referred for mediation at the request of any party to a mediator:
- 18.5.1 agreed by the parties; or if they can't agree,
- 18.5.2 nominated by the President of the Law Society of NSW or their authorised nominee.
- 18.6 A mediator cannot make a decision that is binding on any party unless all parties agree in writing.
- 18.7 Each party must bear its own costs of complying with this clause and pay mediator costs equally.
- 18.8 Information disclosed in mediation is confidential and must only be used to resolve the dispute.
- 18.9 If the dispute is not resolved within 25 Business Days after the mediator's appointment any party (not in breach of this clause) may terminate mediation by serving notice on the other party and mediator.
- 18.10 If notice is served under clause 18.9, any party may commence a Claim to resolve the dispute.
- 18.11 If a party breaches this clause, the other party may start a Claim in respect of the dispute at any time.
- 18.12 Subject to clause 18.13, despite the dispute, the Provider must (unless directed otherwise by COORDINARE continue to perform its obligations under this Contract.
- 18.13 Clause 18.12 does not require COORDINARE to make a payment to the Provider during a dispute.
- 18.14 The Provider must provide all reasonable assistance to COORDINARE if a dispute arises with the Funding Body in relation to the Funding Deed or the Activity.

19. Reduction of Scope, Termination and variation

Expiry of Term

- 19.1 This Contract terminates on the End Date.

Termination where funding arrangements change

- 19.2 If:
- 19.2.1 a Funding Deed is terminated;
- 19.2.2 the Funding Body directs that COORDINARE must terminate this Contract;

- 19.2.3 the Funding Body revokes its approval of the Provider;
 - 19.2.4 the Funding Body reduces the funding provided to COORDINARE for the Activity;
 - 19.2.5 the Funding Body reduces the scope of the Activity to be delivered under the Funding Deed where that reduction may impact the Services; or
 - 19.2.6 the Commonwealth modifies COORDINARE's primary health network area;
- COORDINARE may, at any time, by written notice to the Provider:
- 19.2.7 terminate this Contract;
 - 19.2.8 reduce the scope of Services; or
 - 19.2.9 suspend payment of the Funds (either temporarily or permanently);

Termination due to loss of Specified Personnel

- 19.3 If Specified Personnel are unable or unwilling to perform work specified in this Contract and the Provider is unable or unwilling to replace them with persons approved by COORDINARE then COORDINARE may terminate this Contract by giving written notice to the Provider.

Termination for Force Majeure Event

- 19.4 If a Force Majeure Event prevents an Affected Party from performing substantially all of its obligations for more than 60 days in the aggregate, COORDINARE may terminate this Contract by written notice.

Termination for Insolvency Event

- 19.5 If an Insolvency Event occurs in respect of a party, the other party may terminate this Contract by written notice.

Termination for breach

- 19.6 If:
 - 19.6.1 the Provider commits a Serious Breach;
 - 19.6.2 the Provider is the subject of proceedings or investigations by a Public Accountability Body, the Police or a similar public body; or
 - 19.6.3 the Provider breaches any provision of this Contract including by:
 - (a) failing to comply with an approved Plan or the Schedule;
 - (b) failing to meet a Key Performance Indicator or a Milestone;
 - (c) failing to provide a Deliverable or meet any other obligation;
 - (d) failing to comply with Reporting Requirements; or
 - (e) failing to comply with clause 19.12;
 and fails to remedy the breach within 14 days of a breach notice from COORDINARE;
 - 19.6.4 the Provider breaches any provision of this Contract and COORDINARE acting reasonably consider the breach is not capable of rectification;
 - 19.6.5 COORDINARE has the right to terminate another agreement/arrangement with the Provider;
 - 19.6.6 COORDINARE reasonably considers that a decision made to enter this Contract was impacted by an incorrect, incomplete, false or misleading statement by the Provider;
 - 19.6.7 COORDINARE reasonably considers that the Provider is unable or unwilling to comply with this Contract; or
 - 19.6.8 COORDINARE, acting reasonably consider the Services pose a threat to the health, safety or well-being of any person;

COORDINARE may terminate this Contract by written notice to the Provider.

- 19.7 If COORDINARE has a right to terminate this Contract, in addition to other rights, COORDINARE may in its sole discretion choose to reduce the Services by written notice to the Provider.

Termination for Major Incident

- 19.8 If a Major Incident occurs or is alleged to have occurred which COORDINARE considers may have a material adverse effect on the Activity, the continued provision of the Services or COORDINARE's reputation, COORDINARE may give a Show Cause Notice to the Provider.
- 19.9 If the Provider fails to comply with a Show Cause Notice to COORDINARE's satisfaction, COORDINARE may terminate this Contract.

Deemed termination

- 19.10 If a purported termination by the COORDINARE under clause 19.6 or clause 19.9 is determined by a competent authority not to be a proper termination, then that termination is deemed to be a valid termination under clause 19.2 with effect from the date of the termination notice was given.

Consequences of Reduction, Expiry and Termination

- 19.11 Despite expiry or termination of this Contract, the Provider must continue to comply with the provisions of this Contract that survive termination including in accordance with clause 24.16.
- 19.12 When this Contract ends or the scope of Services is reduced, the Provider must:
- 19.12.1 do all things required by COORDINARE to Decommission the Services including:
 - (a) complying with any Approved Transition Plan;
 - (b) complying with and assisting COORDINARE with a communications plan;
 - (c) advising other service providers of the change to the Services; and
 - (d) providing information to Consumers, community, Staff and other stakeholders;
 - 19.12.2 otherwise, immediately stop performing Services as required by the termination or reduction notice, but not so as to cause or contribute to harm to any person;
 - 19.12.3 take all reasonable steps to minimise Loss to either party from that termination or reduction and to protect COORDINARE'S Property; and
 - 19.12.4 do all things reasonably necessary or convenient to assist COORDINARE in the effective further management of any persons affected by the termination or reduction.
- 19.13 The reduction of scope of Services or changes to payments of Funds does not terminate this Contract.
- 19.14 If COORDINARE reduces the scope of Services:
- 19.14.1 COORDINARE is not liable to pay further Funds in relation to Services that have been removed; and,
 - 19.14.2 the Provider must immediately pay to COORDINARE, any Funds:
 - (a) that have been paid to the Provider in respect of any part of the Services that have been removed by the reduction; and
 - (b) that that have not been spent or Committed by the Provider at the date the notice of reduction is received.
- 19.15 Subject to clause 19.16, if COORDINARE terminates this Contract:
- 19.15.1 COORDINARE is not liable to make any further payments of Funds; and
 - 19.15.2 the Provider must immediately pay to COORDINARE:
 - (a) any Funds that have not been spent or Committed by the Provider at the date the notice of termination is received; and

- (b) any Funds that, in COORDINARE's opinion, have not been spent or Committed by the Provider in accordance with this Contract.

- 19.16 If COORDINARE terminates this Contract under clause 19.2, COORDINARE's liability is limited to:
- 19.16.1 payment of Funds that was due and payable before the date of the notice of termination; and
- 19.16.2 reimbursing the Provider for reasonable expenses the Provider unavoidably incurs that relate directly and entirely to the termination and are not covered by clause 19.17.
- 19.17 COORDINARE's liability under clause 19.16:
- 19.17.1 does not extend to loss of prospective profits or loss of any benefits that would have been conferred on the Provider if the termination had not occurred;
- 19.17.2 is absolutely limited to the total amount of the Funds;
- and is subject to the Provider's strict compliance with clause 19.11 and the Provider providing evidence, to COORDINARE satisfaction, of any expenses claimed by the Provider under clause 19.16.2.
- 19.18 Except in accordance with clause 19.16, COORDINARE is not liable for any cost, expense or Loss incurred by the Provider in complying with clause 19.12.
- 19.19 Termination of this Contract is without prejudice to any right of action or remedy which has accrued or which may accrue in favour of COORDINARE.
- 19.20 If this Contract is terminated in accordance with clause 19.3 or clause 19.4, neither party will have a Claim against the other party in respect of that termination, except as set out in this Contract.

Variation

- 19.21 The Contract may be varied using the following processes (without limitation).

Schedule variation by agreement: variation letter	Schedule variation by agreement: revised schedule	Mandatory schedule variation	General Terms variation
Step 1 The parties agree the variation to the Schedule either in person, by email or telephone.	Step 1 The parties agree the variation to the Schedule either in person, by email or telephone.	Step 1 COORDINARE notify the Provider in writing of a mandatory variation to the Schedule.	Step 1 COORDINARE notify the Provider in writing of an upcoming variation to the General Terms.
Step 2 COORDINARE issue a letter to the Provider setting out the details of the variation	Step 2 COORDINARE prepare a variation pack including: - the Schedule in "track changes" showing the changes, or - a table of the changes and an engrossed version of the varied Schedule with: - all changes incorporated - an updated Variations Table at Item K	Step 2 COORDINARE prepare a variation pack including: - the Schedule in "track changes" showing the changes, or - a table of the changes and an engrossed version of the varied Schedule with: - all changes incorporated - an updated Variations Table at Item K	Step 2 COORDINARE prepare a variation pack including: - a version of the General Terms in "track changes" showing the changes, or - a table of amendments setting out the changes - the date that the new General Terms will be effective (the Effective Date), which must be no less than 14 days from issue of the variation pack

	recording the changes Contract version number updated	recording the changes Contract version number updated	
Step 3 If the Provider is unwilling or unable to comply with the Contract as varied, the Provider may by notice in writing terminate this Contract with termination taking effect 14 days later. If the Provider does not terminate the Contract the Provider is deemed to have accepted the variation (whether or not the Provider executes the contract as varied).	Step 3 The parties execute the engrossed Contract and a fully executed copy is provided to both parties	Step 3 If the Provider is unwilling or unable to comply with the Contract as varied, the Provider may by notice in writing terminate this Contract with termination taking effect 14 days later. If the Provider does not terminate the Contract the Provider is deemed to have accepted the variation (whether or not the Provider executes the contract as varied).	Step 3 If the Provider is unwilling or unable to comply with the Contract as varied, the Provider may by notice in writing terminate this Contract before the Effective Date with termination taking effect on the Effective Date.

20. Restrictive covenant

- 20.1 The Provider acknowledges that the restrictions in this clause are reasonable and necessary to protect COORDINARE's Confidential Information and trade connections and that damages may not be an adequate remedy for breach of any of them.
- 20.2 During the Term and for 12 months after the End Date or other expiry of this Contract, the Provider must not entice, encourage or induce any of COORDINARE's Staff to leave COORDINARE's employment or engagement (or attempt to do so).
- 20.3 Nothing in this Contract prevents the Provider from providing further or ongoing health care to any Consumer where that care is medically appropriate and requested by the Consumer.

21. Force majeure

- 21.1 A party whose performance of its obligations under this Contract is or will be affected by a Force Majeure Event (**Affected Party**) may give the other party a written notice detailing:
- 21.1.1 the nature and extent of the Force Majeure Event;
 - 21.1.2 the effect the Force Majeure Event has on those obligations;
 - 21.1.3 to the extent assessable, the estimated time during which the Force Majeure Event will continue;
 - 21.1.4 the measures proposed to be adopted to remedy or abate the Force Majeure Event; and
 - 21.1.5 any alternate services available to migrate the impact of the Force Majeure Event on the Services.
- 21.2 If an Affected Party gives notice pursuant to clause 21.1, the Affected Party's obligations are suspended, to the extent that the Force Majeure Event prevents or delays the Affected Party's performance of those obligations.
- 21.3 COORDINARE may independently contract with a third party to substitute all or some of the Provider's Services that are affected by the Force Majeure Event. The Provider is obliged to cooperate with COORDINARE and any third party in securing alternate services.
- 21.4 An Affected Party must, promptly after a Force Majeure Event ceases to prevent or delay its performance of obligations which are suspended pursuant to clause 21.2:
- 21.4.1 notify the other party in writing;
 - 21.4.2 resume performance of those obligations; and

- 21.4.3 use their best efforts to clear any accumulated work as a result of the Force Majeure Event.
- 21.5 The Affected Party must use reasonable endeavours to minimise impact of the Force Majeure Event.
- 22. Notices**
-
- 22.1 A notice must be:
- 22.1.1 in writing;
 - 22.1.2 signed by the party serving it; and
 - 22.1.3 served on a party and marked to the attention of their Chief Executive Officer (or equivalent) at the address set out in this Contract or as later notified in writing by a party.
- 22.2 Notices may be served by:
- 22.2.1 email;
 - 22.2.2 pre-paid mail; or
 - 22.2.3 personal delivery.
- 22.3 A notice will be taken to have been received:
- 22.3.1 if sent by email, on the date shown on the transmission receipt (unless notice of interruption or incomplete transmission is received);
 - 22.3.2 if sent by mail, on the third Business Day after posting; or
 - 22.3.3 if delivered personally, on the Business Day it is delivered.
- 22.4 A notice served after 5pm on a Business Day is taken to be served on the next Business Day.
- 23. Tax**
-
- 23.1 Terms in clause 23 which are defined in the GST Law have the same meaning as in the GST Law.
- 23.2 Except as provided in this clause 23, the Provider must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Contract.
- 23.3 All money payable under this Contract is exclusive of GST unless specified.
- 23.4 Where any supply to be made by a Supplier to a Recipient in accordance with this Contract is subject to GST (other than a supply where the is specifically described as 'GST inclusive'):
- 23.4.1 the consideration (GST Exclusive Consideration) is increased by an amount equal to the GST payable on that supply; and
 - 23.4.2 the Recipient must pay the GST Amount to the Supplier at the same time and in the same manner as the GST Exclusive Consideration.
- 23.5 Notwithstanding any other provision, the Recipient need not make payment for a taxable supply made by the Supplier until the Supplier gives the Recipient a Tax Invoice for that taxable supply.
- 23.6 If an adjustment event has occurred in respect of a taxable supply:
- 23.6.1 any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable;
 - 23.6.2 the parties will take the steps necessary (including to issue an adjustment note) to make whatever adjustments are required;
 - 23.6.3 the parties will ensure that any GST/additional GST on the taxable supply, or refund of GST is paid within 28 days of the Supplier becoming aware of the adjustment event;
 - 23.6.4 The GST / additional GST does not include any penalties, interest, fines or other costs which arise in relation to a failure to treat a supply as taxable or account for GST.
- 23.7 The Recipient is not required to pay GST unless the relevant Tax Invoice, or adjustment note is issued in such a time frame as to allow the Recipient to claim the input tax credit in relation to the GST.

- 23.8 If any payment to be made to a party is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability determined before any increase in accordance with clause 23.4.

24. General

Acknowledgement

- 24.1 If the Commonwealth is the Funding Body, the Provider acknowledges that it may be considered a 'Commonwealth service provider' for the purposes of the Ombudsman Act 1976 (Cth) and subject to investigation by the Ombudsman under that Act at the cost of the Provider.

Consent

- 24.2 Except where this Contract expressly provides otherwise:
- 24.2.1 a party's consent means prior written consent; and
 - 24.2.2 COORDINARE's consent may be given or refused in COORDINARE's absolute discretion, with or without reasons and subject to any conditions COORDINARE imposes.

Assignment

- 24.3 The Provider must not assign or novate or purport to assign or novate this Contract without COORDINARE's consent.
- 24.4 COORDINARE may assign or novate this Contract in its absolute discretion.
- 24.5 An assignment or novation must be in writing.

Change of Control

- 24.6 The Provider must not undergo a Change of Control, without COORDINARE's consent.

Waiver

- 24.7 COORDINARE'S failure to exercise, or delay in exercise of, a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.
- 24.8 A waiver must be in writing and served in accordance with clause 22.

Amendment

- 24.9 An amendment of this Contract must be in writing and signed by the parties.

Severability

- 24.10 If any part of this Contract is or becomes invalid, illegal or unenforceable, that part will be severed from this Contract and will not affect the validity of the remaining clauses.

Jurisdiction

- 24.11 This Contract is governed by the laws of NSW and parties submit to the non-exclusive jurisdiction of the Courts of NSW.

Execution and Counterparts

- 24.12 This Contract is made by executing the Schedule which may be executed in counterparts. The General Terms are incorporated into the Contract and do not need to be separately executed or attached to the Schedule.
- 24.13 All executed counterparts constitute one document. Delivery of an executed counterpart of this Contract in electronic format is effective as delivery of a wetsigned counterpart of this Contract.
- 24.14 If this Contract is executed in counterparts the Provider must send the original it has signed to COORDINARE within 5 Business Days of request.

Survival

- 24.15 All terms of this Contract that are capable of operating after expiry or termination will do so, except and only to the extent expressly stated otherwise in this Contract.

- 24.16 Without limiting any other provision which by its nature survives termination or expiry of this Contract, clauses **2.13, 3, 6, 9, 10, 11, 12, 13, 14, 15, 17.4, 17.5, 17.6, 19, 20, 23** and 24 expressly survive expiry or termination of this Contract.

Remedy

- 24.17 Each party acknowledges that:
- 24.17.1 the other party may suffer financial and other loss and damage if it breaches this Contract and monetary damages may be an insufficient remedy; and
- 24.17.2 a party may seek injunctive or interlocutory relief to prevent a breach of this Contract and compel specific performance of a party's obligations, in addition to any other remedy.

Independent advice

- 24.18 The Provider has had the chance to seek independent legal and financial advice about this Contract.

Set Off

- 24.19 COORDINARE may set-off any debt or sum the Provider owes to COORDINARE against any amount payable by COORDINARE to the Provider.

No construction against drafter

- 24.20 This Contract is not to be construed against COORDINARE on the basis that COORDINARE drafted it.

Entire agreement

- 24.21 This Contract constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.
- 24.22 The Provider represents and warrants that it has not relied on any representation or conduct of COORDINARE in connection with this Contract, other than the express terms of this document.

25. Definitions

- 25.1 Unless otherwise indicated these terms mean:

Activity	the activity that COORDINARE is required to deliver all or part of under the Funding Deed;
Affected Party	has the meaning in clause 21.1;
AHPRA	Australian Health Practitioner Regulation Agency
Approved Budget	a Budget approved in accordance with clause 5.3;
Approved Services Plan	a Services Plan approved by COORDINARE in accordance with clause 5.3;
Approved Transition Plan	a Transition Plan approved by COORDINARE in accordance with clause 5.3. A Transition Plan describes the steps required to cease the Service effectively;
ATO Rate	the lowest rate for accommodation, food and drink and incidentals that the Commissioner of Taxation has determined for the relevant financial year for the purpose of ATO Ruling TR 2004/6;
Authority	any governmental authority, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity that has jurisdiction where the Services are carried out;
Budget	a revenue and expenses budget for the Services;

Business Day	any day on which banks are open for trading in New South Wales except a Saturday, Sunday or public holiday;
Change of Control	a change in the financial or legal control of the Provider including a change in control as defined in section 50AA of the Corporations Act 2001 (Cth) except if the Provider is a company listed on the Australian Stock Exchange;
Child	an individual under the age of 18 years;
Child Safe Principles	the National Principles for Child Safe Organisations;
Claim	any action, claim, suit, demand, proceedings, whether actual or threatened, including any statutory procedure for the recovery of money;
Committed	contractually obliged to pay to a third party in respect of the Services and identified in a written contractual agreement between the Provider and that third party;
Commonwealth	the Commonwealth of Australia as represented by the Department of Health, Disability and Ageing (or such other agency as may replace it);
Confidential Information	• any information that: • is by its nature confidential; • is designated as confidential; or • a party knows or reasonably ought to know is confidential; or • is information and knowledge of special religious, spiritual or customary significance considered to be secret, exclusive or restricted by an Aboriginal person or according to Aboriginal Tradition as defined in the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth); • but does not include information that: • is published or has otherwise entered the public domain without a breach of this Contract; • is obtained from a third party who has no obligation of confidentiality ; or • is independently developed or obtained without a breach of this Contract;
Conflict	any matter, circumstance, interest or activity involving or affecting the Provider, any Subcontractor or their Staff which may or may appear to impair the Provider's ability to perform the Services diligently, fairly and independently;
Consumer	a person who is receiving treatment or assistance from the Provider (or their representatives) in connection with the Services or the end user or recipient of the Services performed by the Provider under this Contract;
Contract	this agreement including as made and varied from time to time;
COORDINARE	COORDINARE LIMITED ACN: 603799088 ABN: 27603799088 Suite 5, Ground Floor, Enterprise 1, Innovation Campus, Innovation Way, Wollongong NSW 2500

COORDINARE'S Property	includes COORDINARE'S Material and any property or assets (whether tangible or intangible) made accessible or provided to the Provider by COORDINARE in connection with this Contract (whether owned by COORDINARE or not);
Credentials	licences, qualifications, certifications registrations, memberships or similar;
Criminal or Court Record	any record of any Other Offence;
Cultural Information	means any information COORDINARE identifies as being of a sensitive or cultural nature;
Decommission	Includes planning, implementing and managing the end of the Services or a reduction or transition in the Services to COORDINARE or other party nominated or terminating a Schedule;
Deliverables	any deliverables as specified in the Schedule or an approved Plan;
Dispose	sell, licence, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use or to enter into an agreement to do any of the preceding acts and 'disposal' means the method of so disposing;
Eligible Data Breach	has the meaning in the Privacy Act;
End Date	the earlier of the End Date in the Schedule and termination of this Contract;
Folio	the Folio Contract Management System used by COORDINARE or other similar system notified to the Provider from time to time;
Force Majeure Event	any of the following events: (a) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law; (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; (c) pandemic, epidemic or quarantine; (d) natural disasters such as lightning, earthquake, cyclone, landslide or mudslide; (e) fire or explosion; or (f) a flood reasonably expected to occur less frequently than once every 100 years; which, (g) is not caused by an act or omission of the Affected Party; (h) is beyond the reasonable control of the Affected Party; and (i) is not reasonably able to be prevented or overcome by the exercise of the Affected Party of an appropriate standard of care and diligence;
Funding Body	the entity or entities who fund, facilitate, support or enable an Activity under a Funding Deed or Funding Deeds and which may be set out in the Schedule;
Funding Deed	a deed, agreement or arrangement between COORDINARE and the Funding Body in force from time to time pursuant to which an Activity is funded, facilitated, supported or enabled and which may involve other parties and which may be described in the Schedule;

Funds	the amounts received by COORDINARE which are payable to the Provider for the provision of the Services in accordance with this Contract and includes any interest earned on Funds by the Provider;
GST	as defined in the GST Law;
GST Law	A New Tax System (Goods and Services Tax) Act 1999 (Cth);
Health Service	as defined in the Privacy Act;
Intellectual Property Rights	all rights in copyright, patents, registered and unregistered trademarks, designs, trade secrets, trade, business or company names, confidential or other proprietary rights or any rights to apply for or register such rights (whether in Australia or anywhere else in the world);
Insolvency Event	(a) where the person is an individual, they die, become bankrupt, are unable to pay their debts as and when they fall due or compound for the benefit of creditors or become subject to any provision of the law relating to mental health; or (b) where the person is an incorporated entity, they are insolvent (as defined in the Corporations Act), a controller, receiver, administrator or similar person is appointed to them or an order is made for their winding up;
Interest	interest calculated on a daily compounding basis at the 90-day bank-accepted bill rate (available from the Reserve Bank of Australia);
Key Performance Indicator	a key performance indicator set out in the Schedule;
Law	includes Acts, Ordinances, regulations, by-laws, orders, awards, and proclamations in the NSW, certificates, licences, consents, permits, approvals, industry codes of practice published by recognised industry bodies, Australian Standards and requirements of government, semi-governmental and professional bodies including Privacy Legislation;
Licence	a perpetual, irrevocable, royalty-free and licence fee-free, worldwide, non-exclusive licence (including a right of sub-licence) to use (in any way), reproduce, modify, adapt, publish, perform, broadcast, communicate, release under Open Access Licence and exploit Material with or without attribution of authorship but not to falsely attribute authorship;
Loss	includes all loss, damage, costs, contributions and expenses, including legal costs and expenses incurred by a party in commencing, defending or settling any Claim, or any loss or damage incurred by COORDINARE, including reputational loss or damage, by breach of this Contract by the Provider;
Major Incident	any incident or occurrence in relation to the Services or this Contract which: (a) has or may delay, stop or other adversely affect the Services or the Provider's ability to provide the Services or comply with this Contract; (b) may or does adversely impact the Provider's obligations or performance of obligations and requires an emergency response; (c) involves death, serious injury, disfigurement or major and permanent loss of function suffered by any person (that is unrelated to the natural course of any underlying illness/ or differing from the expected outcome of patient management) in connection with the Contract;

- (d) in relation to a health practitioner who is participating in the Services, is notification that the practitioner's registration with AHPRA has or will be suspended, cancelled or otherwise subject to new conditions;
- (e) involves unauthorised access, loss or other breach of the Provider's data or a Consumers' Personal Information or Confidential Information;
- (f) has or may attract significant public interest or attention or which has or may cause adverse publicity;
- (g) may cause Loss to COORDINARE;
- (h) involves a Cyber Security Incident or Eligible Data Breach;
- (i) involves Staff requiring a prolonged leave of absence following an adverse event in the workplace; or
- (j) is an adverse event as defined in the RACGP Standards;

and any of the following in relation to the Provider or its Staff whether in relation to the Services or otherwise:

- (k) involves criminal activity;
- (l) involves an allegation of unreasonable use of force, unlawful sexual contact, inappropriate sexual conduct, psychological or emotional abuse made against the Provider or its Staff;
- (m) involves an allegation of misconduct made against the Provider or its Staff, including but not limited to serious or persistent harassment or bullying or a criminal offence such as theft, fraud or assault; or
- (n) any current or pending Reputational Proceedings;

and the following:

- (a) any action or proposed action regarding an Insolvency Effort in relation to the Provider; or
- (b) a notice or show cause notice as to why the Provider is not or should not come under external administration.

Material

any tangible or intangible information, documents, data, reports, software or other things in which Intellectual Property Rights arise (including Intellectual Property Rights in that Material) and includes the following types of Material:

Existing Material means any Material in existence prior to the Start Date that is incorporated into, supplied with or as part of, or required to be used or supplied with Services Material, whether created by the Provider, COORDINARE, the Funding Body or another party;

Services Material means any Material:

- (a) created for the purpose of the Services;
- (b) provided or required to be provided by the Provider to COORDINARE in respect of the Services (including reports and records);
- (c) identified as Services Material in the Schedule; and
- (d) derived from Material referred to in (a), (b) or (c);

Milestone

any milestones specified in the Schedule;

Month

a calendar month;

National Police Certificate

a national police certificate obtained from the relevant state police authority and the Australian Federal Police showing the results of a national police history check;

Open Access Licence

a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the Material subject to certain restrictions including any Department or Australian Government open

access licence and any creative commons attribution licence (see <http://creativecommons.org.au/learnmore/licences>);

Other Offence	a conviction, finding of guilt, on the spot fine or court order relating to: (a) an apprehended violence or protection order; (b) one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property; (c) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, a prohibited narcotic or other prohibited substance; (d) violence against or the injury of but not the death of a person; (e) a crime or offence involving dishonesty that is not covered by paragraph (c) of the definition of 'Serious Offence'; or (f) an attempt to commit a crime or offence, or to engage in any conduct or activity described in (a) to (e) above;
Partner Organisation	as set out in the Schedule (if any);
Personal Information	as defined in the Privacy Act;
Plan	a Plan in accordance with clause 5.1;
Police Check	a formal inquiry made to the relevant police authority in each Australian State or Territory in which the Provider knows the Staff member has resided that is designed to obtain details of the Staff member's criminal conviction or a finding of guilt in all places;
Provider	the person or entity described as Provider in the Schedule;
Privacy Act	Privacy Act (Cth) 1988, including any Regulations made under it;
Privacy Legislation	Privacy Act, the Health Records and Information Privacy Act (NSW) 2002, the Privacy and Personal Information Protection Act 1998 (NSW) and any regulations, codes and principles made under these acts;
Public Accountability Body	Commonwealth Auditor-General, Australian National Audit Office, Office of the Australian Information Commissioner, NSW Auditor-General, the NSW Ombudsman and the NSW Privacy Commissioner or body with a similar function and any person authorised by any of those bodies;
RACGP	Royal Australian College of General Practitioners;
Recipient	Has the same meaning as in the GST Law;
Related Party	(a) an entity that controls or has significant influence over the Provider at any time; (b) an entity that the Provider controls or has significant influence over at any time, including the Provider's subsidiaries; (c) a person who is a member of the Provider's board or governing body, other than in their capacity as an employee; (d) a member of the board of an entity referred to in clause (a) or (b), other than in their capacity as an employee; (e) a member of the Provider Staff, other than in their capacity as an employee; or

	(f) a spouse or immediate family member of: i. a member of the Provider's Staff; or ii. a person specified in clause (c) or (d), other than in their capacity as an employee
Reporting Requirements	as specified in the Schedule;
Reputational Proceedings	any inquiry, investigation, legal claim, conciliation, mediation, arbitration or such similar proceedings against the Provider that could or has the potential to, in the reasonable opinion of COORDINARE have an adverse effect on reputation of an Activity, COORDINARE, the Funding Body or a Partner Organisation;
Schedule	means the Schedule that forms part of the Contract as made and varied from time to time;
Serious Breach	means: (a) breach of an essential term of this Contract, whether identified as essential or not; (b) breach or failure to comply with a Law, professional standard or registration requirement; (c) serious or wilful breach of any lawful and reasonable conduct requirement, policy or procedure of COORDINARE, whether by the Provider or any member of the Provider's Staff; (d) the Provider being found guilty of a criminal or professional conduct offence; (e) such conduct of the Provider or its Staff that, in COORDINARE's reasonable opinion, is likely to bring COORDINARE or the Funding Body's reputation into disrepute; (f) the Provider suffering an Insolvency Event; (g) if a Major Incident occurs, the Provider's failure to notify COORDINARE in accordance with clause 2.6; (h) if COORDINARE in its sole discretion deems a Major Incident as sufficiently serious, that Major Incident, whether or not notification was made; (i) a breach of clause 20; or (j) anything else that is expressed in this Contract to constitute a 'Serious Breach'.
Serious Offence	(a) a crime or offence involving the death of a person; (b) a sex related offence or a crime, including sexual assault (whether against an adult or Child), Child pornography, or an indecent act involving a Child; (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or (d) an attempt to commit a crime described in (a) to (c) above;
Serious Record	a conviction or any finding of guilt regarding a Serious Offence;
Services	the services described in the Schedule;
Services Plan	a Plan detailing how the Services will be provided;
Show Cause Notice	a written notice that: (a) identifies it is a notice under clause 19.8 of this Contract;

	(b) identifies the alleged Major Incident and how it may have a material adverse impact on the Activity, the continued provision of the Services or COORDINARE's reputation; (c) requires the Provider show cause in writing why COORDINARE should not exercise terminate the contract; and (d) states how, when, where and by which, if any, specific method the Provider must show cause (which must not be less than 7 Business Days after the Show Cause Notice is given).
Specified Personnel	the persons (if any) as specified in the Schedule;
Staff	employees, Subcontractors, agents, officers, partners, representatives and Specified Personnel;
Start Date	the date specified in the Schedule;
Subcontractor	any contractor, person or organisation who is engaged by the Provider, to undertake any part of the Services and subcontract means the written agreement under which that contractor, person or organisation is engaged;
Supplementary Conditions	the terms and conditions expressly stated as such in the Schedule
Supplier	has the same meaning as in the GST Law;
Tax Invoice	as defined in the GST Law;
Term	the period commencing on the Start Date and ending on the End Date;
Transition Plan	a plan detailing how the Services will be transitioned to another provider or decommissioned;
Vulnerable Person	(a) a Child; or (b) an individual aged 18 years or above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason including age, physical or mental illness, trauma or disability, pregnancy, the influence or past or existing use of alcohol, drugs or substances or any other reason;
WHS	Work, health and safety;
WHS Act	Work Health and Safety Act 2011 (NSW);
Working with Children Check	an Australian background check by Federal or State police and assessment of both the criminal record and workplace history of a person working with children.

26. Interpretation

26.1 Unless otherwise indicated the following rules of interpretation apply:

- 26.1.1 headings are for convenience only and do not affect interpretation;
- 26.1.2 words importing the singular include the plural and conversely;
- 26.1.3 a word importing a gender includes the other gender;
- 26.1.4 a reference to a person includes an individual, partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;

- 26.1.5 a reference to a party is to a party to this Contract, being COORDINARE and the Provider and includes their successors and permitted assigns;
- 26.1.6 a reference to this Contract is to this document as executed and varied;
- 26.1.7 a reference to a schedule or clause is to a schedule to, or clause of, this Contract;
- 26.1.8 a reference to law or legislation includes any statutory amendments or replacement and any subordinate or delegated legislation;
- 26.1.9 a reference to a right or obligation of any 2 or more persons confers that right or imposes that obligation jointly and severally;
- 26.1.10 “include” and other forms of the word are not words of limitation; and
- 26.1.11 a reference to “\$” or “dollars” means Australian dollars and a reference to “payment” means payment in Australian dollars.
- 26.1.12 another grammatical form of a defined word or expression has a corresponding meaning;
- 26.1.13 a reference to time is to Sydney, Australia time.