

CONSULTANCY SERVICES AGREEMENT

PARTIES

ABN of
("The Principal")

AND

ABN of
("The Consultant")

BACKGROUND

- A. The Principal wishes to obtain the Consultancy Services from the Consultant.
- B. The Principal agrees to engage the Consultant to provide the Consultancy Services to the Principal, and the Consultant agrees to provide the Consultancy Services to the Principal, in accordance with the terms of this Agreement.

AGREEMENT

1. Definitions and Interpretation

1.1 In this Agreement:

"Approvals" means all approvals, authorisations, permits, consents, determinations and licences which are issued, or required to be issued, by any Authority to permit the full and proper performance of the Consultant's obligations under this Agreement;

"Authority" means any government or governmental, semi-governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, statutory corporation, instrumentality or entity;

"Business Day" means a day which is not a Saturday, Sunday or public holiday in the location of the Principal's address set out in this Agreement;

"Claim" means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

"Commencement Date" means the date set out in Item [Error! Reference source not found.] of the Schedule;

"Confidential Information" means any:

- (a) information, whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, relating to the Principal or any Related Entity of the Principal including but not limited to any specifications, formulae, know how, concepts, inventions, ideas, software, designs, copyright, trade secrets or any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter;
- (b) Principal Supplied Material;
- (c) Consultant Created Material;
- (d) negotiations in relation to, and the terms of, this Agreement;

- (e) information designated as confidential by the Principal; and
- (f) information that is by its nature confidential;

“Consultancy Services” means the services set out in item [Error! Reference source not found.] of the Schedule;

“Consultant Created Material” means any information, Material, Confidential Information, or Intellectual Property Rights created, produced or developed by the Consultant or any member of the Consultant’s Personnel in the course of or as a result of the Consultant providing the Consultancy Services;

“Control” has the meaning set out in the Corporations Act 2001 (Cth);

“Deliverable” means each of the deliverables set out in item [Error! Reference source not found.] of the Schedule;

“Equipment” means the equipment used or supplied by the Consultant or the Consultant’s Personnel for the purposes of providing the Consultancy Services;

“Expiry Date” means the expiry date set out in item [Error! Reference source not found.] of the Schedule;

“Fee” means the fee set out in item [Error! Reference source not found.] of the Schedule;

“Insolvency Event” means any of the following events or any analogous event:

- (a) the Consultant disposes of the whole or any part of the Consultant’s assets, operations or business other than in the ordinary course of business;
- (b) the Consultant ceases, or threatens to cease, carrying on business;
- (c) the Consultant is unable to pay the Consultant’s debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Consultant’s assets, operations or business;
- (e) any step is taken for the Consultant to enter into any arrangement or compromise with, or assignment for the benefit of, the Consultant’s creditors or any class of the Consultant’s creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of the Consultant’s assets, operations or business;

“Intellectual Property Rights” means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any confidential information, copyright, trademarks, service marks, designs, patents, circuit layouts, plant varieties, business names, domain names, inventions, trade secrets or other results of intellectual activity in any industrial, commercial, scientific, literary or artistic fields whether or not registered or registrable and includes any rights to protect or apply for the registration, renewal or extension of such rights;

“Invoicing Date” means the date or dates set out in item [Error! Reference source not found.] of the Schedule;

“Laws” means acts, ordinances, regulations, rules, codes and by-laws of the Commonwealth of Australia or any state or territory;

“Liability” means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

“Key Personnel” means each of the persons set out in item [Error! Reference source not found.] of the Schedule;

“Material” means any data, plans, instructions, documents, descriptions, reports, advice, accounts, drawings, photographs or any other material;

“Milestone” means each of the milestones set out in item [Error! Reference source not found.] of the Schedule;

“Moral Rights” means rights of integrity and attribution existing now or in the future in respect of property under the Copyright Act 1968 (Cth);

“Notice” means any notice or other communication by one party to the other party under the terms of this Agreement including but not limited to any request, demand, consent, waiver or approval;

“Notice Details” means the contact details for notices to each party under this Agreement as set out in item [Error! Reference source not found.] of the Schedule;

“Order of Precedence” means the order of precedence set out in item [Error! Reference source not found.] of the Schedule;

“Payment Terms” means the payment terms set out in item [Error! Reference source not found.] of the Schedule;