Consultancy Services Contract

Based on AS 4122 – 2010 General Conditions of Contract for Consultants

The University of Adelaide

and

The Consultant

For Insert Project Name

Insert Consultant Name

Contract No: CSA xxx

Project No: Click here to enter text.

Capital Projects
The University of Adelaide
SA 5005
AUSTRALIA
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FORMAL INSTRUMENT OF AGREEMENT

Date

Parties

1. The University of Adelaide ABN 61 249 878 937 of SA 5005 AUSTRALIA a body corporate established pursuant to the provisions of the University of Adelaide Act 1971 (SA) (Client)

2. The person specified in Item 2 of Annexure Part A (Consultant)

Recitals

A  The Client is seeking the performance of the Services.

B  The Consultant has the expertise to perform the Services.

It is agreed as follows:

1. The Contract consists of the following documents:

   1.1 This Formal Instrument of Agreement and Special Conditions;


   4.3 Part 1 Formal Instrument of Agreement and Special Conditions based on AS4122-2010 General Conditions of Contract for Consultants as amended (if applicable);

   4.4 Part 2 Formal Instrument of Agreement and Special Conditions based on AS4122-2010 General Conditions of Contract for Consultants as amended

   1.5 Any other annexures as set out in Item 4 (Scope) of Annexure Part A.

2. If there is any inconsistency between the terms of the Contract, then, only to the extent of such inconsistency, the terms of the Contract must be interpreted from highest (this Formal Instrument of Agreement and Special Conditions) to lowest (any other annexures set out in Item 4 (Scope) of Annexure Part A).
Signed as an Agreement

SIGNED for and on behalf of

The University of Adelaide in the presence

of:

______________________________  ______________________________
Signature of Witness              Signature of Authorised Person

______________________________  ______________________________
Print Name of Witness             Print Name of Authorised Person

Position Held

EXECUTED by the Consultant pursuant to section
127(1) of the Corporations Act 2001 (Cth):

______________________________  ______________________________
Director                       Director/Secretary

______________________________  ______________________________
Print Name of Director           Print Name of Director/Secretary

______________________________  ______________________________
Date                            Date

OR
SIGNED for and on behalf of the Consultant by an authorised person in the presence of: 

Signature of Authorised Person

Signature of Witness

Print Name of Authorised Person

Print Name of Witness

Position Held

Date

Date
SPECIAL CONDITIONS

1. DEFINITIONS

In addition to clause 1.1 of AS4122-2010 General Conditions of Contract for Consultant, in this Contract except where the Contract otherwise requires:

**Assignment Specification** means an assignment specification under the terms of this Contract as defined and specified by the **Client** for which the performance of the **Services** is required from time to time during the consultancy;

**Completion Date** means the completion date (if any) stated in Item 13 or in the Program by which the **Consultant** must complete the supply of the **Services**;

**Deliverables** means those Documents and things required under this Contract to be handed over to the **Client by the Consultant**. **Deliverables** includes any information or property in any media directly or indirectly relating to or arising from the Contract and/or the **Services** and includes software (including source and object codes), manuals, diagrams, graphs, charts, projections, specifications, estimates, records, concepts, documents, accounts, plans, formulae, designs, methods, techniques, processes, supplier lists, price lists, market research, correspondence, warranties, manufacturer’s information, personal identification numbers and access codes for security and alarm systems and all copies of and extracts from any of the foregoing;

**Personnel** includes the employees, Subconsultants and agents of the **Consultant** and any key personnel identified in Item 16;

**Program** means a program identified in Item 13;

**Project Management Obligations** means the obligations described in Part 1 to be observed and performed by the **Consultant** in providing any Project Management Services;

**Project Management Services** means those project management services (if any) described in the Scope;

**Services** includes without limitation any Project Management Services together with the Project Management Obligations (if applicable) and all other activities which the **Consultant** is required to carry out under the Contract including any services specified by the **Client** by way of an Assignment Specification;

**Site** means such sites, and any other premises of the Client which the **Consultant** requires access to for the purposes of the **Contract**;

**Standards, Policies and Procedures** means all policies and procedures issued by the **Client** from time to time (and which are available on the **Client**’s website) including those in relation to the supply of services similar to the **Services** or the conduct of a person such as the **Consultant** in providing such services; and

**Subconsultant** includes any person to whom the **Consultant** subcontracts any part of the **Services** and any person with whom the **Consultant** enters into a contract or arrangement (whether before or after the date of the **Contract**) to provide in any capacity any goods or services to the **Consultant** for the purposes of the **Contract**.

2. STANDARD OF CARE

The **Consultant** shall perform the **Services** to that standard of care and skill to be expected of a consultant who regularly acts in the capacity in which the **Consultant** is engaged and who possesses the knowledge, skill and experience of a consultant qualified to act in that capacity. The **Consultant** has examined the Contract Documents and the Scope and agrees that the Services will be suitable, appropriate and adequate for the purpose stated in Item 5 having regard to the assumptions that the **Consultant** can be reasonably expected to make in accordance with sound professional principles.
3. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

3.1 General Obligations

The Consultant must:

(a) supply all of the Services by the Completion Date (if any) with due expedition and without delay and otherwise in accordance with the Program (if any) until completion of the Services to the reasonable satisfaction of the Client;

(b) at all times keep the Client fully and regularly informed as to all matters affecting or relating to the Services;

(c) comply with all Standards, Policies and Procedures;

(d) employ staff with appropriate qualifications and experience to carry out the Services;

(e) ensure that its Personnel comply with all the Consultant’s obligations under the Contract and the Consultant is otherwise responsible for all the acts and omissions of its Personnel;

(f) engage and retain Subconsultants (if any) identified in the Scope;

(g) where stated in Item 13 and within the time and in the form stated in Item 13 submit to the Client a Program for carrying out the Services;

(h) remain fully responsible for the Services carried out by the Consultant notwithstanding any review or acceptance of those Services by the Client;

(i) make reasonable enquiries to ascertain the requirements of the Client regarding the Services;

(j) promptly give written notice to the Client if and to the extent the Consultant becomes aware that any Document or other information provided by the Client is ambiguous or inaccurate or is otherwise insufficient to enable the Consultant to carry out the Services;

(k) regularly consult the Client regarding the carrying out of the Services;

(l) as soon as practicable after becoming aware of any matter or circumstance which may adversely affect or has adversely affected the Scope, timing or carrying out of the Services, give written notice to the Client detailing the matter or circumstance and its anticipated effect on the Services;

(m) when on the Client’s premises and when using the Client’s facilities, comply with all Directions, procedures and policies relating to work health, safety and security requirements relating to the Clients premises and facilities;

(n) after reasonable prior written notice by the Client permit the Client to inspect and discuss the work, relevant records, documents and Deliverables produced by the Consultant in carrying out the Services;

(o) take due care of the Client’s Documents, samples, patterns, moulds and other material provided to the Consultant in connection with carrying out the Services;

(p) whenever requested to do so, provide to the Client’s representative evidence of the Consultant’s compliance with an obligation under the Contract;

(q) promptly remedy any defects or omissions in the Services, and any failure of the Services to comply with the Contract; and

(r) do all things necessary and necessarily incidental for the proper performance of the Consultant’s obligations under the Contract.

3.2 Consultant’s Personnel

In consultation with the Client’s representative, the Consultant will ascertain the appropriate induction program and cause its employees, agents and Subconsultants to complete such induction.
program prior to providing any of the Services.

If the Client so requests, the Consultant must immediately remove from the performance of the Services any person who may, in the Client's opinion, be unsatisfactory (without any need for the Client to specify any ground for its opinion) and such person must not be engaged again in the performance of the Services without the Client's prior written permission.

3.3 **Proper Allowance in Consultant’s fee**

The Consultant acknowledges and agrees that it has made proper allowance in the Consultant’s fee as specified in Item 8 for:

(s) all matters contained in or capable of inference from the Contract; and

(t) all matters which might impact on the Consultant's ability to supply the Services in accordance with the Contract.

3.4 **Conflict of Interest**

The Consultant must immediately upon becoming aware of it, notify and fully disclose to the Client's representative, in writing, any event or occurrence actual or threatened during the performance of the Contract which may materially affect the Consultant's ability to perform any of its obligations.

Without limiting the preceding paragraph, the Consultant undertakes that, to the best of its knowledge, as at the date of the Contract, no conflict of interest exists which is likely to affect the performance of its obligations or the obligations of any of its Personnel.

The Consultant must:

(a) immediately and fully disclose to the Client's representative, in writing, any agreement, obligation or interest that may conflict with its obligations or the obligations of any of its Personnel to the Client under the Contract;

(b) immediately and fully disclose and account to the Client's representative, in writing, for all benefits, gifts or commissions promised to or received by the Consultant or its Personnel from any person in connection with or related to the Services;

(c) within 5 Business Days after giving notice under subclause (a) or (b) the Consultant must inform the Client's representative, in writing, of the steps it has taken or will take to resolve the issue. If the Client considers those steps inadequate, it may direct the Consultant to resolve the issue in a manner proposed by the Client. If the Consultant is unable or unwilling to resolve the issue in the required manner, the Client's representative may give the Consultant a notice of termination for default.

3.5 **Errors, Defects or Omissions in Deliverables**

The Client will:

(a) when and as required under the Contract or when reasonably requested by the Consultant provide the Consultant with relevant Documents, samples, patterns, moulds and other information in the possession or control of the Client sufficient to enable the Consultant to carry out the Services;

(b) give or cause to be given to the Consultant in writing timely Directions, instructions, decisions and information sufficient to define the Services required and facilitate the provision of the Services by the Consultant.

Where due to circumstances beyond the reasonable control or anticipation of the Consultant, the Consultant is required to alter, add to or delete Deliverables previously submitted and which otherwise would have complied with the Contract, the Consultant shall inform the Client and seek directions. Any subsequent alteration, addition or deletion shall be deemed to be a Variation pursuant to clause 9 of AS4122-2010 General Conditions of Contract for Consultants as amended.

The Client may rectify any defect, error or omission at the Consultant's cost if the Consultant fails
to rectify any defect, error or omission as required by the Client.

4. SITE

4.1 Non-exclusive access
The Client will give the Consultant and its Subconsultants such non-exclusive access to the Site as is sufficient to perform the Services.

The Consultant agrees to:
(a) co-ordinate and integrate the Services:
   (i) so that as little interruption as possible is caused to the Client’s business; and
   (ii) in a manner that does not cause or require the Client to cancel or postpone the use of any teaching, learning or resource areas or facilities; and
(b) complete the Services in co-operation and co-ordination with the Client and persons engaged by the Client in respect of the Services so that the Client’s operations take precedence over the performance of the Services.

In gaining access to and using the Site, the Consultant will comply, and will take all reasonable steps to ensure its Subconsultants comply, with all relevant Standards, Policies and Procedures.

4.2 Incident reports
The Consultant agrees to:
(a) notify the Client’s representative as soon as it becomes aware of any injury to any person, any loss of or damage to any property (including any environmental damage) or any incident that is reasonably likely to result in any injury to any person or loss of or damage to any property that occurs during or as a result of the Contract; and
(b) within 24 hours of any such incident, provide a detailed report to the Client’s representative including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

4.3 Keys and access cards
The Consultant must immediately notify the Client’s representative of the loss of any key or access card provided to the Consultant by the Client.

Where the Consultant loses a key or access card, the Consultant is responsible for the cost of its replacement and for all reasonable costs (having regard to all relevant circumstances) incurred by the Client in maintaining or reinstating the security of the relevant building.

5. ASSIGNMENT AND THE ENGAGEMENT OF SUBCONSULTANTS

5.1 Assignment, disposal and encumbrance
The Consultant cannot assign, dispose of or encumber its rights under the Contract without the Client’s written consent.

The Client may, in its absolute discretion and at any time, do one of the following:
(a) assign, encumber or otherwise deal with its rights under the Contract whether directly or indirectly as it sees fit; or
(b) require the Consultant to enter into a deed of novation prepared by the Client whereby the Contract is novated from the Client to another person and the Consultant must comply with the requirement.
5.2  Engagement of Subcontractors

Subject to clause 3.1(f) of the Special Conditions, the Consultant shall not subcontract any part of the Services without the prior written approval of the Client, which approval shall not be unreasonably withheld, and may be conditional upon the Consultant obtaining from a Subconsultant the corresponding Intellectual Property Rights granted to or vested in the Client pursuant to clause 21 of the AS4122-2010 General Conditions of Contract for Consultant as amended and appropriate professional indemnity insurance. Any such subcontracting shall not relieve the Consultant from any liability or obligation under the Contract.

5.3  Insurance of Subconsultants

The Consultant must:

(a) cause each Subconsultant to provide the same insurance to it as is required by clause 30 of the AS4122-2010 General Conditions of Contract for Consultant as amended to be provided to the Client by the Consultant; and

(b) provide a certificate of currency of its public liability policy (including persons insured) and professional indemnity policy to the Client’s representative on demand.

6.  ASSIGNMENT SPECIFICATIONS

6.1  Client may direct

The Client may, in its absolute discretion, and from time to time, choose to engage the Consultant to undertake the provision of additional services in respect of an Assignment Specification in accordance with this Contract.

When the Client requires the provision of additional services by way of an assignment or otherwise, it will issue to the Consultant an Assignment Specification in the form of Part 2.

An Assignment Specification forms part of and is governed by the terms and conditions set out in this Contract and in the event of any inconsistency between an Assignment Specification and this Contract, this Contract shall prevail.

6.2  Engagement

The Consultant will respond to an Assignment Specification within 10 Business Days of receiving the Assignment Specification, or other time as specified or mutually agreed. The Consultant will not charge the Client for the cost of preparing responses.

The Consultant will be engaged to provide the Services in respect of an Assignment Specification upon the Client accepting its proposal which will be evidenced by the execution of an agreed Assignment Specification by the Client and the Consultant.

At the discretion of the Client and generally only in an urgent situation, the Consultant may be directed to carry out Assignment Specification services based upon minimal documentation.

6.3  Scope

The services to be provided in carrying out an Assignment Specification may include any or all of the following:

(a) receiving instructions from the Client;

(b) carrying out investigations;

(c) preparing briefs, calling tenders, making recommendations and appointing, instructing and coordinating Subconsultants;

(d) preparing drawings, specifications and tender documents and calling tenders for interim refurbishment works, making recommendations on tenders received and administering any resulting contract for interim refurbishment works with Contractors;
(e) participation with other parties, including but not limited to risk managers, Contractors, insurers, energy management advisers and maintenance contractors, in reviews and value management;

(f) other services specified from time to time.

The quality of design, materials and workmanship associated with each stage of an Assignment Specification (functional design, detailed design and documentation and tendering procurement) are required to comply with the requirements of the Assignment Specification, and with this Contract.

The Consultant must perform the directed services in accordance with the agreed hourly rates and charges stated in Item 8.

7. DELAY AND EXTENSION OF TIME

When it becomes evident to a party that anything including an act or omission of the Client or an employee, other consultant, contractor or agent of the Client, may delay carrying out the Services, that party shall promptly notify the other party in writing with details of the possible delay and the cause.

If the Consultant is or will be delayed in carrying out the Services by a cause beyond the reasonable control of the Consultant including Force Majeure, the time for carrying out the Services shall be extended by the extent of the delay.

If the cause of the delay is an act or omission of the Client or an employee, other consultant, contractor or agent of the Client, the Client shall pay the Consultant such extra costs as are necessarily incurred by the Consultant by reason of the delay.

The Client may, at any time, by written notice to the Consultant extend the time for carrying out the Services for any reason.

The Client may direct the Consultant in what order and at what time the Services shall be performed. If the Consultant can reasonably comply with the Direction, the Consultant shall do so. If the Consultant cannot reasonably comply with the Direction the Consultant shall so notify the Client in writing, giving reasons. If compliance with the Direction causes the Consultant to incur more or less cost than otherwise would have been incurred had the Consultant not been given the Direction, the difference shall be valued pursuant to clause 9 of AS4122-2010 General Conditions of Contract for Consultants as amended as though the Direction was a Direction to vary the Services.

Nothing in this clause shall:

(a) oblige the Client to pay extra costs for delay or disruption which have already been included in the value of a Variation or any other payment under the Contract; or

(b) limit the Client's liability for damages for breach of Contract.

8. PAYMENT

8.1 Claims for Payment

On the nominated day stated in Item 10, the Consultant is to provide to the Client an invoice for any Services performed during the month. The invoice must show:

(a) in the case of the Client, the name of the person(s) who requested and/or authorised the Services;

(b) the date on which the Services were requested and/or authorised and performed;

(c) the Client's Job Number and (if applicable) Purchase Order;

(d) the nature of the Services provided;

(e) a detailed breakdown of the costs attributed to the provision of the Services, which may
include third party invoice charges and percentage mark ups and the details of the method of calculation of GST;

(f) any other information reasonably requested by the Client; and

(g) all information in a format and/or on a computer program approved by the Client either by direct electronic communication, diskette, or paper copy or by such combination or selection of these means as the Client may require from time to time.

8.2 Address for Invoices

The Consultant must send invoices to the Client either by email (in PDF format) or by post to:

Email: invoices@adelaide.edu.au

Post: The University of Adelaide
Attention: Accounts Payable
Level 3, 50 Rundle Mall Plaza
Adelaide SA 5005

8.3 Payment of Disbursements, Fees and Expenses

The Consultant's fees shall be determined in accordance with Item 8. The Client shall reimburse to the Consultant the expenses and disbursements stated in Item 9. Except as provided in this clause 8.2 or elsewhere in the Contract, the Consultant shall bear all other expenses and disbursements incurred by the Consultant in performing the Services.

Payment of moneys shall not be evidence of the value of work or an admission of liability or evidence that the Services have been executed satisfactorily but shall be a payment on account only.

8.4 Time for Payment

On service of a payment claim, the Client shall assess the payment claim and within the times stated in Item 11 the Client shall pay the Consultant the amount due and payable. If the Client does not pay the full amount of the payment claim the Client shall, within the times stated in Item 11, provide the Consultant with a payment schedule, being a written statement of the reason for any difference between the amount claimed and the amount paid or to be paid.

9. ADMINISTRATIVE ACTS

9.1 Auditor General

All records and any Deliverables relating to the Services in the Consultant's possession produced by the Consultant and its Personnel shall upon reasonable notice be available for inspection by an auditor appointed by the Client or by the Auditor-General in exercise of the Auditor-General's powers under the Public Finance and Audit Act 1987 (SA).

9.2 Access to documents under Freedom of Information

The Client is an 'agency' for the purpose of the Freedom of Information Act 1991 (SA) and is also a party to agreements whereby it is subject to the Freedom of Information Act 1982 (Cth) (together 'the Acts'). The Client recognises its responsibility to make available information as requested in accordance with the Acts and otherwise to respond to the responsible Minister as required by Part 2 of the Freedom of Information Act 1991 (SA).

For the purposes of the Freedom of Information Act 1991 (SA), only the clauses, annexures, appendices to and/or schedules of this Contract or part thereof or the entire Contract as identified in Item 22 of Annexure Part A (if any) are confidential.

In the event of a request for documents under either of the Acts, the Client will seek the views of
the Consultant and in an appropriate cases claim any reasonably available exemptions under the Acts. Within the constraints of the Acts the Client will give the Consultant the opportunity for the Consultant’s views to be considered prior to any decisions being made as to the release of documents.

The Consultant acknowledges that the supply of the Services may involve administrative acts by the Client pursuant to the Ombudsman Act 1972 (SA) and in particular to amendments to that Act by the Ombudsman (Honesty and Accountability in Government) Amendment Act 2002 (SA). The Client may be subject to investigation in the public interest by the office of the Ombudsman and the Consultant must ensure compliance with all obligations arising under that or any other Act of Parliament.

9.3 Independent Commissioner Against Corruption

The Client is a “public authority” for the purpose of the Independent Commissioner Against Corruption Act 2012 (SA) (the ICAC Act). The Client must report to the Office of Public Integrity matters that the Client reasonably suspects involve corruption, or serious or systematic misconduct or maladministration in public administration as required by Part 4 of the ICAC Act and the Independent Commissioner Against Corruption Directions and Guidelines (Guidelines) (available at www.icac.sa.gov.au).

The Consultant acknowledges that:

(a) the supply of the Services may involve public administration by the Client pursuant to the ICAC Act; and

(b) as it is supplying the Services to the Client the Consultant:

(i) is a public officer for the purposes of the ICAC Act; and

(ii) is subject to the obligations under the ICAC Act and Guidelines, including, but not limited to the obligation to report to the Office of Public Integrity matters that the Consultant reasonably suspects involves corruption, or serious or systematic misconduct or maladministration in public administration.

The Client may be subject to investigation, examination or evaluation by the Commissioner or other body pursuant to the ICAC Act. The ICAC Act may prevent the Client from disclosing to the Consultant any Deliverables relevant to the investigation, examination or evaluation.

If the Consultant is aware of the investigation, examination or evaluation (either because the Consultant made the initial complaint or report the subject of the investigation, examination or evaluation or the Commissioner authorises the disclosure of the investigation, examination or evaluation to the Consultant), the Consultant must:

(a) do everything reasonably possible within the Consultant’s power or control (having regard to what a reasonable and prudent consultant in the position of the Consultant, ought reasonably to have inferred from this Contract, as being required) to assist the Client to comply with all obligations arising under the ICAC Act as if they were expressly set out in this Contract; and

(b) make all necessary arrangements with the Client’s representative, in a timely way and in accordance with the reasonable requirements of the Client’s representative, so as to not compromise or prejudice the Client’s ability to comply with all obligations under the ICAC Act.

The Commissioner may seek the views of the Client as to whether a matter which raises a potential issue of misconduct or maladministration in public administration should be referred to the Client. The ICAC Act may prevent the Client from disclosing to the Consultant any Deliverables relevant to the Commissioner’s enquiry.

If the Client is permitted to disclose the potential referral of the matter to the Consultant, the Client will, to the extent permissible by the ICAC Act, the Guidelines, and any directions or guidance issued by the Commissioner, seek the views of the Consultant. Within the constraints of the ICAC Act, the Guidelines, and any directions or guidance issued by the Commissioner, the Client will give the
Consultant the opportunity for the Consultant’s views to be considered prior to any decisions being made as to whether a matter should be referred to the Client.

The Commissioner may refer a matter to the Client, and issue directions or guidance to the Client in connection with that matter. The ICAC Act may prevent the Client from disclosing to the Consultant any Deliverables relevant to the referral of the matter.

If the Consultant is aware of the referral of the matter (either because the Consultant made the initial complaint or report the subject of the referral or the Commissioner authorises the disclosure of the referral to the Consultant), the Consultant must:

(a) do everything reasonably possible within the Consultant’s power or control (having regard to what a reasonable and prudent consultant in the position of the Consultant, ought reasonably to have inferred from this Contract, as being required) to assist the Client to comply with all obligations arising under the ICAC Act and Guidelines, or directions or guidance issued by the Commissioner as if they were expressly set out in this Contract; and

(b) make all necessary arrangements with the Client’s representative, in a timely way and in accordance with the reasonable requirements of the Client’s representative, so as to not compromise or prejudice the Client’s ability to comply with all obligations under the ICAC Act and Guidelines, or directions or guidance issued by the Commissioner.

10. INSURANCE RECOVERIES EXCLUDED FROM LIMITATION OF LIABILITY

10.1 Exclusions
Clause 29 of AS4122-2010 General Conditions of Contract for Consultant as amended does not apply to any liability in respect of which insurance proceeds are available to the Consultant or the Client under a policy of insurance required to be obtained under the Contract.

10.2 Availability of Insurance Proceeds
If, but for clause 29 of AS4122-2010 General Conditions of Contract for Consultant as amended or any act or omission on the part of the Consultant or any other insured (other than the Client) under a policy of insurance required to be obtained under the Contract:

(a) the Consultant would have liability to the Client under, or arising out of, the Contract (including liability comprising payment for damages for breach of contract, pursuant to an indemnity, by operation of law or damages in tort or negligence or otherwise); and

(b) insurance proceeds would have been available to the Consultant under a policy of insurance required to be obtained under and detailed within the Contract in respect of that liability or a portion of that liability (‘insured liability’),

the Consultant shall remain liable to the Client for the insured liability despite clause 29 of AS4122-2010 General Conditions of Contract for Consultant as amended.

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1. PROJECT MANAGEMENT OBLIGATIONS

1.1 Works Contract Award Procedures

(a) The Consultant will:
   (i) not less than 20 Business Days before the Consultant proposes to procure a Contractor; or
   (ii) such other time as reasonably directed by the Client's representative,
   prepare ‘Works Contract Award Procedures’ for the Client representative’s approval setting out the
   process that the Consultant proposes be followed in awarding Works Contracts.

(b) The Works Contract Award Procedures (at a minimum) must:
   (i) meet the requirements set out in the Works Contract and
   (ii) set out the relevant process to be followed for obtaining approval of any proposed changes to the
   standard terms and conditions of the Works Contracts as approved by the Client's representative,
   including such issues as:
      (A) specification and scope of the Works;
      (B) performance standards and compliance;
      (C) drawings and documentation;
      (D) Works Variations;
      (E) extensions of time;
      (F) insurance arrangements;
      (G) amount and form of security (if any); and
      (H) any special conditions.

(c) Within 10 Business Days of receipt of the Consultant’s Works Contract Award Procedures, the Client's representative will advise the Consultant in writing whether the Client's representative accepts or rejects the Works Contract Award Procedures.

(d) If the Client's representative rejects the Works Contract Award Procedures, the Consultant must submit amended Works Contract Award Procedures to the Client's representative and this clause will reapply to the amended Works Contract Award Procedures.

(e) The Consultant must not award any Works Contract:
   (i) until the Client’s representative approves in writing the proposed Works Contractor; and
   (ii) other than in accordance with the procedure for awarding Works Contracts as approved by the
   Client’s representative.

1.2 Works Program and Works Budget

(a) The Consultant will within 5 Business Days of receiving a request from the Client prepare and provide to the Client a proposed Works Program and Works Budget for the Works.

(b) The Consultant will not perform any Project Management Services until:
   (i) the Client has agreed the Works Program and Works Budget in writing; or
   (ii) the Client provides a Works Program and Works Budget.
(c) Each Works Budget will:
   (i) (for each item comprising the Works) specify a weekly forecast breakdown of budgeted and actual costs, separate the expenditure against budget, Works Variations and contingencies, extensions of time, prime cost items and CITB levy; and
   (ii) be adjusted for any additional costs as a result of:
      (A) delays to the Works Program; and
      (B) Works Variations.

(d) Adjustments to the approved Works Program and Works Budget:
   (i) can only be made by the written approval of the Client's representative, which approval will not relieve the Consultant of its obligations under this Agreement; and
   (ii) will not, itself, be a Services Variation or a Works Variation nor entitle the Consultant or any Contractor to any additional fee or costs or extension of time to the Works Program and Works Budget.

1.3 Works Status Reporting
   (a) The Consultant will in a form satisfactory to the Client provide a Works Status Report once every 20 Business Days.
   (b) The Consultant must maintain accurate, current and detailed financial records in a format prescribed by the Client for the preparation and submission of the Works Status Report.
   (c) Works Status Reports must include as a minimum:
      (i) an updated monthly Works Program and Works Budget;
      (ii) actual and committed expenditure to date;
      (iii) forecast expenditure to complete;
      (iv) approved and outstanding Work Variations;
      (v) delays to the Works Program (and costs if applicable); and
      (vi) any other relevant financial information and qualifications.

1.4 Works Contract Administration Management
   (a) The Consultant will ensure that Contractors do not commence to carry out any part of the Works until they have:
      (i) become registered or licensed and obtained any permits, certificates or any exemption certificates or other qualifications for any plant or equipment or any of the Contractor’s personnel in accordance with any relevant laws at the Contractor’s expense and proof thereof must be produced to the Consultant and to the Client on request;
      (ii) obtained from the Client’s representative the appropriate induction program;
      (iii) ensured that the Contractor’s personnel complete the Client’s induction program, as provided by the Client;
      (iv) confirmed in writing to the Client’s representative that the Contractor’s personnel have completed the relevant induction program(s);
      (v) submitted to the Consultant for the Client’s approval a complete copy of the Contractor’s Environmental and Work Health and Safety management systems documentation; and
      (vi) signed a fully and properly completed Minor Works Contract as approved by the Client or other Works Contract prepared and approved by the Client.
   (b) The Consultant will advise the Client’s representative in writing within 3 Business Days of the Contractor complying with the obligations set out in clause 1.4(a) and provide any relevant documentation or information as requested by the Client’s representative.
The Consultant will undertake a timely and efficient administration and management of Contractors at all times so that Contractors are managed and administered:

(i) in accordance with all instructions issued by the Client’s representative and with the reasonable directions and the Client’s representative from time to time;

(ii) with all reasonable expedition at a rate of progress satisfactory to the Client and in accordance with the Works Program and Works Budget;

(iii) in the best interests of the Client;

(iv) in co-operation and co-ordination with the Client and its personnel, its other contractors, service providers and suppliers; and

(v) so that the Client’s operations take precedence over the performance of the Works.

(d) The Consultant will take all reasonable steps so that Contractors and their subcontractors and suppliers will:

(i) not unreasonably interfere with or disrupt, delay or hinder the normal operations of the Client;

(ii) not unreasonably interfere with or disrupt, delay or hinder other contractors and consultants working at the Site or prevent the execution of their work; and

(iii) co-operate with those other contractors and consultants and, where appropriate, co-ordinate and integrate its and their work with the work of those contractors and consultants.

(e) The Consultant will consult with the Client’s representative regarding the Client’s requirements from time to time to ensure the continued normal operations of the Client are achieved within the requirements of the approved Works Program and Works Budget.

(f) The Consultant will:

(i) evaluate the need to issue Works Variations under a Works Contract so that the Client avoids Works Variations wherever possible;

(ii) obtain the Client’s representative’s prior approval of any direction or approval to be given under such Works Contract on behalf of the Client (including any direction as to Works Variations); and

(iii) investigate, co-ordinate and prepare details as required by the Client to effect Works Variations.

(g) The Consultant will, without limiting its obligations under this Agreement, supervise the Works at all times until the end of the Defects Liability Period.

(h) The Consultant will attend all Work Health and Safety inspection tests and issue sign-off for completed Works.

(i) The Consultant will assess the Contractors’ monthly payment for the approval of payments, compare to cash flow and issue advice to the Client.

1.5 Contractor’s Materials

(a) The Consultant will take all reasonable steps so that Contractors deliver the Works using Materials which are:

(i) new and of suitable quality;

(ii) free from any patent defects or deficiencies;

(iii) in accordance with any specific description in this Contract; and

(iv) otherwise suitable for their intended purpose.

(b) Subject to clause 1.5(a), the Consultant will take all reasonable steps so that Contractors at their own expense:

(i) provide all plant, equipment, Materials, labour and other things necessary for the carrying out of Contractors’ obligations under this Agreement;

(ii) maintain plant and equipment at all times in a safe and good working condition; and

(iii) are responsible for all construction means, methods, techniques, sequences and procedures to be employed by Contractors in the Works.
(c) The Consultant will take all reasonable steps so that:

(i) title to all Contractor’s Materials to be incorporated into the Works passes to the Client on whichever is the first to occur of:

(A) when the Client pays for them; or
(B) they are incorporated into the Works; and

(ii) risk in relation to all Contractor’s Materials remains with the Contractor supplying them until Practical Completion.

1.6 Contractor’s Defective Work

(a) The Consultant will, during each Defects Liability Period, take all reasonable steps so that Contractors:

(i) promptly remedy any work outstanding at Practical Completion (as defined in the relevant Works Contract) of which the Consultant becomes aware and which is due to any cause (including any design, workmanship or materials) for which a Contractor is responsible; and

(ii) promptly remedy any defects or omissions in the Works.

1.7 Certificates and Handover

(a) Within 20 Business Days of Practical Completion of the Works the Consultant will:

(i) give a duly completed and signed Consultant’s Certificate of Compliance in a form approved by the Client;

(ii) obtain from any relevant Contractors in a form acceptable to the Client, certificates of compliance for the Works and provide the certificate(s) to the Client’s representative;

(iii) obtain and provide to the Client’s representative a duly completed Notification of Practical Completion and Handover in a form acceptable to the Client, together with any documentation required to be provided with the Notification of Practical Completion and Handover;

(iv) obtain and provide to the Client’s representative a duly completed Project Quality Control Checklist in a form acceptable to the Client, together with any documentation that the Client may require to be provided with the Project Quality Control Checklist;

(v) obtain and provide to the Client’s representative all approvals by Authorities and operations and maintenance manuals necessary for the Client’s use of the Works and which were not issued, or required under Works Contracts to be provided before or at Practical Completion;

(vi) review all such operations and maintenance manuals and provide comment thereon; and

(vii) certify that the Works as specified are completed and there are no outstanding Works.

1.8 Works Dispute

(a) The Consultant’s representative must advise the Client’s representative within 3 Business Days of the Consultant’s representative becoming aware of any circumstances that might give rise to a Works Dispute. The notice must set out details of the circumstances that cause the Consultant’s representative to believe that a Works Dispute could arise.

(b) Within 5 Business Days of the Consultant’s representative notifying the Client’s representative as required under clause 1.8(a), the Consultant’s representative must arrange for the Contractor to provide a written submission to the Client’s representative as to the Contractor’s position in relation to the Works Dispute and the Consultant’s representative must send the submission to the Client with the Consultant representative’s own submission regarding the Works Dispute. The submissions must set out the details of the Works Dispute and attach copies of any relevant documents.

(c) Following delivery of the submissions to the Client’s representative under clause 1.8(b), the Consultant’s representative must attempt to facilitate a resolution of the Works Dispute between the Client and the Contractor within a period of no more than 20 Business Days.

(d) Within 60 Business Days of receipt by the Client’s representative of the notice from the Consultant’s representative regarding the Works Dispute under clause 1.8(a), the Client’s representative will provide a written determination of the Client’s position in relation to the Works Dispute to the Consultant and to the Contractor.
1.9 **Urgent Relief**

Nothing in clause 1.8 shall prevent either party seeking declaratory relief or urgent injunctive or other urgent relief.

2. **DEFINITIONS AND INTERPRETATIONS**

In these terms and conditions:

- **Authorities** means any statutory, public, governmental, semi-governmental, municipal or other public entity.
- **Contractor** means any person, other than the Consultant who enters into a Works Contract with the Client to carry out any Works.
- **Defects Liability Period** for each Works Contract means the warranty period or defects liability period as defined in that Works Contract.
- **Materials** means materials necessary to perform the Works and includes plant and equipment.
- **Practical Completion** means practical completion as defined under the Client’s Minor Works Contract in the form annexed or other Works Contract approved by the Client.
- **the Works** means the work as described in an approved Works Contract(s) and in an approved Works Program from time to time and any Works Variations thereto and such other work as may be necessary to be executed to ensure that the Works are properly executed and completed.
- **Works Budget** means the control budget for the Works in the Works Program and as updated from time to time by the Consultant and approved in writing by the Client.
- **Works Contract** or **Works Contracts** mean(s) a contract or contracts between the Client and a Contractor in respect of the Works or any part of the Works.
- **Works Contract Award Procedures** means the procedures to be followed in awarding Works Contract(s) which have been prepared by the Consultant and approved by the Client’s representative.
- **Works Dispute** means any dispute or difference arising between the Client and a Contractor at any time in connection with the execution of the Works.
- **Works Program** means an approved program for the Works as updated from time to time by the Consultant and approved in writing by the Client.
- **Works Status Report** means the report as updated monthly and provided by the Consultant to the Client.
- **Works Variation(s)** means a variation to the Works as defined in the relevant Works Contract.
ASSIGNMENT SPECIFICATION

Parties

1. The University of Adelaide ABN 61 249 878 937 a body corporate established pursuant to the provisions of the University of Adelaide Act 1971 (SA) of South Australia 5005, AUSTRALIA (Client)

2. Insert Consultant Name ACN Click here to enter text. of Click here to enter text. (the ‘Consultant’) (To be completed by the Client)

Additional Services:
The additional services required by the Client are Choose an item.. Click here to enter text.
The Consultant must respond to this Assignment Specification Choose an item..
Date:

(To be completed by the Consultant)

Proposal for Additional Services:
The Consultant’s response to the Assignment Specification is set out below.

Date:
Execution of this *Assignment Specification* by the *Client* and the *Consultant* is evidence of the *Client’s* engagement of the *Consultant* to provide the additional services pursuant to the *Contract*.

*(To be completed by the *Client* and the *Consultant)*

### Execution:
The *Client* accepts the Proposal for additional services subject to the following conditions:

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**END OF FORMAL INSTRUMENT OF AGREEMENT AND SPECIAL CONDITIONS**
Australian Standard®

General Conditions of Contract for Consultants

Approved 11 March 2014
This Australian Standard® was prepared by Committee LL-001, General Conditions of Contract for Consultants. It was approved on behalf of the Council of Standards Australia on 15 October 2010.

This Standard was published on 22 November 2010.

The following are represented on Committee LL-001:

• Association of Consulting Architects Australia
• Australasian Procurement and Construction Council
• Australian Constructors Association
• Australian Institute of Architects
• Consult Australia
• Master Builders Australia

This Standard was issued in draft form for comment as DR AS 4122.

Standards Australia wishes to acknowledge the participation of the expert individuals that contributed to the development of this Standard through their representation on the Committee and through the public comment period.

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Australian Standard®

General Conditions of Contract for Consultants

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Reissued incorporating Amendment No. 1 (August 2011).

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ISBN 978 0 7337 9723 1
Preface

This Standard was prepared by the Standards Australia Committee LL-001, General Conditions of Contract for Consultants, to supersede AS 4122—2000, General conditions of contract for engagement of consultants. The previous edition of this Standard was developed and published by Standards Australia Committee OB-010, Construction Industry Practice.

It is anticipated that the Standard will generate net benefit to the Australian community by providing greater access to a standard form of contract to purchasers and providers of services, particularly in the building and construction industry, by:

- providing fair, reasonable, commercial terms to facilitate widespread utilisation of the Standard by all stakeholders;
- reducing time and resources spent negotiating contractual terms and conditions of engagement;
- streamlining the process of engagement of consultants;
- improving clarity and certainty of contractual terms and conditions between clients and consultants; and
- reducing disputes between clients and consultants based on contractual terms.

Users of this Standard are advised of the importance of completing the Annexures, as in some cases completion of the Item is necessary for the operation of the corresponding clause.

The following warnings should be noted:

(i) This Standard has not been developed specifically for use:
- in a design and construct context; and/or
- where the Client intends to novate this Contract with the Consultant to another party.

Parties intending to use this Standard in those circumstances should seek advice as to when an alternative contract such as AS 4904—2009, Consultants agreement—Design and Construct, may be used.

(ii) Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.

This Standard incorporates Amendment No. 1 (Month Year). The changes required by the Amendment are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure or part thereof affected.
1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract, except where the context otherwise requires:

**Approvals** means certificates, licences, consents, permits, approvals and requirements made or authorised by a Commonwealth, State, Territory or local government, or by a Legislative Requirement;

**Business Day** means calendar day but excludes public holidays as defined by the governing law of this Contract and weekends;

**Client** means the person identified in Item 1;

**Client Information** means all information supplied to the Consultant in a Document for the purposes of this Contract;

**Consultant** means the person identified in Item 2;

**Contract** means the agreement recorded in the Contract Documents;

**Contract Documents** means the Documents listed in Item 3;

**Deliverables** means those Documents and things required under this Contract to be handed over to the Client by the Consultant;

**Direction** means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by the Client;

**Documents** includes information stored by electronic and other means;

**Fee** means the money payable under this Contract for the performance of the Services as adjusted in accordance with this Contract (excluding disbursements) and includes any amount payable stated in Item 20;

**Force Majeure** means an event or circumstance which:

(a) is beyond the reasonable control of either party;

(b) is not caused by either party;

(c) can occur with or without human intervention; and

(d) was not reasonably foreseeable by the parties at the time of entering into this Contract, the consequences of which could not have been reasonably prevented by the party affected;

**GST** means the tax payable on a taxable supply under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation;
Intellectual Property Right means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, know-how, trademarks and any other right in respect of intellectual property;

Insolvency Event means any of the events set out in clause 31;

Item means an Item in Annexure Part A;

Legislative Requirements means legislation and subordinate legislation of the Commonwealth of Australia or the State or Territory applicable to the Services, and any instruments made under such legislation or subordinate legislation;

Moral Right means the rights defined as ‘Moral Rights’ in the Copyright Act 1968 (Cth);

Scope is described in Item 4 (as varied from time to time in accordance with this Contract);

Services means the Services described in or reasonably inferred from the Scope, including the supply of the Deliverables;

Variation means a change to the Services whether or not it is a change to the Scope.

1.2 Interpretation

In this Contract, except where the context otherwise requires,

(a) ‘person’ includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(b) ‘includes’ is not a word of limitation;

(c) a reference to Legislative Requirements includes all amendments, re-enactments and replacements to Legislative Requirements;

(d) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning; and

(e) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

1.3 Contra Proferentem

In the interpretation of this Contract, no rule of construction applies to the disadvantage of one party on the basis that the party put forward or drafted this Contract or any provision in it.

1.4 Joint and Several

To the extent permitted by law, if either party consists of one or more persons, this Contract binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally and this Contract must be read and construed accordingly.

1.5 Headings and guidance notes are provided for information or convenience and do not form part of this Contract.
2 CONSULTANT TO PERFORM SERVICES

The Consultant must perform the Services in accordance with this Contract.

3 CLIENT TO PAY

The Client must pay the Consultant in accordance with this Contract.

4 STANDARD OF CARE

The Consultant must perform the Services to the standard of skill, care and diligence expected of a skilled and competent professional practising in the particular fields relevant to the Services, or such higher standard as the Consultant has represented in writing to the Client in relation to this Contract.

5 SCOPE

5.1 The Consultant, exercising skill, care and diligence to the standard of care required in clause 4, has examined the Scope and agrees that the Services will be suitable, appropriate and adequate for the purpose stated in Item 5, except to the extent that, prior to commencement of work on the Deliverables:

(a) the Consultant notified the Client in writing of any ambiguity, error, omission, discrepancy, insufficiency or inconsistency in the Scope which would prevent the Services from being suitable, appropriate and adequate for the purpose stated in Item 5, and its proposed solution; and

(b) the Client has not amended the Scope to the extent necessary, if at all, to address the concern notified under clause 5.1(a).

5.2 After commencement of work on the Deliverables, the Consultant must promptly notify the Client if and to the extent the Consultant becomes aware that any Client Information contains an ambiguity, error, omission, discrepancy, insufficiency or inconsistency or is otherwise insufficient to enable the Consultant to perform the Services.

5.3 If the Consultant gives notice under clause 5.2, the Client must either:

(a) direct an appropriate amendment to the Scope; or

(b) direct the Consultant to proceed notwithstanding its advice.
5.4 The Consultant is entitled to an adjustment to the Fee and/or time for performing the Services in relation to a Direction under clause 5.3:

(a) where the Consultant has given notice under clause 5.2; and

(b) it was not reasonably practicable for the Consultant to identify any ambiguity, error, omission, discrepancy, insufficiency or inconsistency necessitating amendment to the Scope prior to commencement of work on the Deliverables.

6 CLIENT’S REPRESENTATIVE AND CONSULTANT’S REPRESENTATIVE

6.1 The Client appoints the person named in Item 6 to act as the Client’s representative to exercise the Client’s functions under this Contract.

6.2 The Consultant appoints the person named in Item 7 to act as the Consultant’s representative to exercise the Consultant’s functions under this Contract.

6.3 Either party may terminate the appointment of its representative by notice in writing to the other party. The notice must identify and provide contact details for the party’s new representative.

6.4 Unless the Client objects to the Consultant’s proposed representative on reasonable grounds in writing, within 3 Business Days, or as otherwise agreed in writing, the termination and new appointment will take effect 4 Business Days after service of the notice.

7 INFORMATION

The Client must promptly provide the Consultant with Client Information sufficient to enable the Consultant to perform the Services.

8 DIRECTIONS

8.1 The Client may give Directions to the Consultant at any time.

8.2 A Direction may be given orally by the Client except where this Contract otherwise provides.

8.3 The Client must give the Consultant Directions necessary for the performance of the Services in a timely manner.

8.4 The Consultant must comply with all Directions given under this Contract.
8.5 If the Consultant in writing requests the Client to confirm an oral Direction, the Consultant is not bound to comply with the Direction until the Client confirms it in writing.

9 VARIATIONS

9.1 The Client may direct the Consultant to perform a Variation. All such Directions must be in writing and specify that they direct a Variation.

9.2 If the Consultant considers any Direction requires a Variation but the Direction is not in writing or does not specify that it directs a Variation, then the Consultant must promptly notify the Client in writing setting out why the Consultant considers the Direction requires a Variation. In that case the Consultant must not comply with the Direction unless the Consultant receives a written:

(a) Direction specifying a Variation; or

(b) notice that the Client disagrees, stating its reasons.

If a notice is issued under clause 9.2(b), the Consultant must comply with the Direction but may, within 20 Business Days, dispute the Client’s notice under clause 9.2(b) by notice given under clause 32.

9.3 The Fee must be adjusted for each Variation. Unless the amount of the adjustment is agreed, the adjustment must be calculated by the Client on the basis of applicable rates or fees in this Contract or, if none, then reasonable rates or fees.

9.4 The Consultant is not obliged to perform a Variation that is outside the general Scope of the Services.

10 PAYMENT

10.1 The basis for payment to the Consultant is stated in Item 8.

10.2 The Consultant is only entitled to payment for disbursements set out in Item 9, and any other disbursement if approved in writing by the Client (such approval not to be unreasonably withheld or delayed) prior to the disbursement being incurred.

10.3 The Consultant must claim payment in writing at the times stated in Item 10, or if no times are stated, by the last Business Day of each month. If no time is stated, only one payment claim may be made each month.

10.4 The payment claim must:

(a) in respect of the Services:

(i) identify the Services to which the payment claim relates;
(ii) separately identify each Variation;
(iii) separately identify any other claim for payment under this Contract including a payment stated in Item 20; and
(iv) set out the amount of the Fee claimed, and how that amount was determined;

(b) in respect of disbursements:
(i) identify each disbursement claimed;
(ii) state the amount of the disbursement claimed;
(iii) be accompanied by relevant invoices and receipts for payment;

and

(c) be in the form of a valid tax invoice.

10.5 The Client must either:
(a) pay the whole amount claimed in the payment claim; or
(b) within 10 Business Days of service of a payment claim issue a statement stating the lesser amount the Client proposes to pay together with the reasons.

10.6 The Client must pay the amount specified in clause 10.5(a) or 10.5(b) within the period specified in Item 11 or, if no period is specified, within 30 calendar days after service of the payment claim under clause 10.3.

10.7 Payment by the Client is on account and is not evidence of the value of work completed, an admission of liability nor evidence that the Services have been executed satisfactorily.

10.8 If the Client fails to make the payment that is due and payable in accordance with clause 10.6, the Consultant may notify the Client in writing that it will suspend performance of the Services, after expiry of at least 5 Business Days written notice to the Client. Unless the payment has been made, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment.

10.9 If the Client fails to make the payment that is due and payable in accordance with clause 10.6, the Consultant may notify the Client in writing that interest is payable on any overdue payments at the rate stated in Item 12 from the date of the notice. If so, the Consultant must promptly issue an amended tax invoice and the Fee must be adjusted to include the amount of interest paid.

10.10 Nothing in this clause 10 limits the Consultant’s rights under clause 27.

11 GST

If the Fee is stated to be GST exclusive, the Client must pay the Fee plus the applicable GST.
12 TIME

12.1 Subject to clause 12.2, the Consultant must complete the Services by the time stated in Item 13.

12.2 The Client must grant the Consultant a reasonable extension of time for any delay to completion of the Services caused by:

(a) an act or omission of the Client or its officers, employees, agents or other consultants or contractors (including a Variation directed by the Client);

(b) a Force Majeure;

(c) any event or circumstance set out in Item 14; or

(d) any event or circumstance for which another provision of this Contract provides that the Consultant may be entitled to an extension of time,

provided that the Consultant notifies the Client of the delay and its cause promptly after the Consultant becomes aware of the delay or its cause, and provides reasonable evidence of the cause and duration of the delay.

12.3 The Client must pay the Consultant’s reasonable costs of and incidental to delay (valued as a Variation) caused by any of the following events for which an extension of time has been granted under clause 12.2:

(a) any breach of this Contract or negligent or unlawful act or omission of the Client or its officers, employees, agents or other consultants or contractors;

(b) a Variation directed by the Client;

(c) any event or circumstance set out in Item 14; or

(d) any event or circumstance that occurs for which another provision of this Contract provides that the Consultant may be entitled to an extension of time with costs.

13 LAW AND APPROVALS

13.1 The Consultant must comply with all Legislative Requirements and Approvals in carrying out the Services.

13.2 The Consultant must obtain the Approvals, if any, stated in Item 15.

13.3 If a new Legislative Requirement or Approval, or a change in a Legislative Requirement or Approval:

(a) occurs after agreement of the Fee;

(b) causes the Consultant to incur more or less cost or time than otherwise would have been incurred or expended; and
(c) could not have been reasonably anticipated by the Consultant exercising the standard of care in clause 4 as at the date the Fee was submitted to the Client (or, if the Fee was amended after it was submitted, the date of that amendment) prior to the 15th Business Day before agreement of the Fee,

then the difference in cost will be valued as a Variation and an extension of time may be granted in accordance with clause 12.

14 CONSULTATION AND MEETINGS

The Consultant must consult regularly with the Client and attend meetings and briefings reasonably required by the Client in connection with the Services.

15 REVIEW AND ACCEPTANCE

15.1 The Consultant must allow the Client to review and discuss the Documents and Deliverables (whether complete or in progress) produced by the Consultant in performing the Services.

15.2 The Consultant remains responsible for the Services despite any review or acceptance of any of the Services by the Client.

16 ADVERSE EVENT

Each party must, as soon as practicable after becoming aware of any matter or circumstance (including any change in Legislative Requirement or Approval) which may adversely affect or has adversely affected the performance of the Services, notify the other party. The notice must include reasonable detail describing the matter or circumstances and its anticipated effect on the Services.

17 COOPERATION WITH OTHERS

The Consultant must use reasonable endeavours to liaise, cooperate and confer with contractors and other consultants of the Client in order to coordinate its Services with the services of those contractors and consultants to produce the Deliverables.
18 KEY PERSONNEL

The Consultant must provide the key personnel (if any) stated in Item 16 to perform the Services stated in Item 16. If any key person is not available due to circumstances beyond the reasonable control of the Consultant, the Consultant must promptly notify the Client and arrange a replacement approved by the Client (such approval not to be unreasonably withheld or delayed).

19 CONFLICT OF INTEREST

19.1 A conflict of interest in connection with this Contract includes a conflict between a duty owed by the Consultant to a person and a duty owed by the Consultant to the Client.

19.2 The Consultant represents that to the extent reasonably ascertainable at commencement of this Contract, after making all reasonable enquiries, no conflict of interest exists or is likely to arise except as set out in Item 17.

19.3 The Consultant must monitor and, unless the Client gives prior written consent to the conflict of interest, avoid the occurrence of any conflict of interest.

19.4 The Consultant must notify the Client immediately on becoming aware of a conflict of interest or a significant risk of a conflict.

19.5 Where a conflict of interest arises or is likely to arise, the Client may proceed under clause 27.

20 SUBCONTRACTING AND ASSIGNMENT

20.1 Subject to clause 20.2 neither party may, without the prior written approval of the other (which must not be unreasonably withheld or delayed), transfer any of its rights or obligations under this Contract.

20.2 The Client may assign its rights under this Contract without notice to the Consultant.

20.3 The Consultant must not subcontract any part of the Services without the prior written approval of the Client (which must not be unreasonably withheld or delayed). In granting the approval the Client may impose reasonable conditions.

20.4 Subcontracting does not relieve the Consultant of any obligation under this Contract.
21 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

21.1 The Client licenses to the Consultant such Intellectual Property Rights in Client Information as are necessary to enable the Consultant to perform the Services in accordance with this Contract.

21.2 The Consultant retains the Intellectual Property Rights created outside the terms of this Contract and used in performing the Services. Subject to clause 21.4, the Consultant grants to the Client a royalty-free non-exclusive irrevocable licence to use such Intellectual Property Rights for any purpose for which the Services are provided.

21.3 The Alternative stated in Item 18 applies.

Alternative 1

Subject to clause 21.4, on creation the Consultant grants to the Client an irrevocable, royalty-free licence to use, adapt, reproduce, amend, publish and sublicense on the same terms, the Deliverables created by the Consultant for any purpose for which the Services are provided, including any subsequent repairs, maintenance or servicing.

Alternative 2

Subject to clause 21.4, on creation all Intellectual Property Rights in the Deliverables created by or for the Consultant vest in the Client.

The Client grants to the Consultant an irrevocable, royalty-free licence to use, adapt, reproduce, amend, publish and sublicense those Intellectual Property Rights.

To the extent the Intellectual Property Rights in or relating to the Deliverables are not capable of being vested in the Client because the Consultant does not own the Intellectual Property Rights, the Consultant must obtain an irrevocable licence for the Client to use those Intellectual Property Rights, except for those rights stated in Item 19.

21.4 The rights created by clause 21.3 are revocable by the Consultant if the Client does not pay the amount payable under this Contract including the amount stated in Item 20, within 40 Business Days after completion of the Services, termination of this Contract or determination of any dispute regarding the Consultant’s entitlement to payment.

21.5 The Consultant must not infringe any Intellectual Property Rights in performing the Services.

21.6 The Client must not infringe any Intellectual Property Rights in providing Client Information.
22 MORAL RIGHTS*

22.1 This clause applies if Item 21 states that it applies.

22.2 The Consultant has or must obtain a consent from each of its officers and employees and use its best endeavours to obtain such consent from its agents, subconsultants and subcontractors (and their respective employees) in connection with the Services in substantially the same form as the consent set out in Annexure Part C, or such other form as is acceptable to the Client.

22.3 In relation to the Services:
   (a) the Consultant must be attributed as the author of the physical product of the Services as stated in Item 21 when the Client considers it reasonable and practicable, or as otherwise agreed in writing;
   (b) the Client need not advise the Consultant of any intended alteration to or demolition of any project, building or structure related to the Services unless otherwise agreed in writing;
   (c) the Consultant has the right to give consent on behalf of its employees and its consultants (if any); and
   (d) where requested, the Consultant must provide the Client with copies of all relevant consents in the form of Annexure Part C, or another form as agreed, within a reasonable time.

23 CONFIDENTIALITY

23.1 The parties must treat as confidential:
   (a) the information stated in Item 22; and
   (b) all other information which of its nature is confidential or which the parties ought reasonably to know is confidential.

23.2 The obligation of confidentiality does not apply to the extent:
   (a) that the information is in the public domain otherwise than as a result of a breach of this Contract;
   (b) disclosure is required by law;
   (c) disclosure is necessary to procure goods or services in connection with the Services, provided that the recipient of the information is also subject to an obligation of confidentiality; or
   (d) disclosure is agreed in writing by the parties.

* These provisions do not derogate from the rights and obligations set out in Part IX of the Copyright Act 1968 (Cth).
23.3 The Consultant must not publish or enable others to publish any information in connection with the Services without the prior written consent of the Client (which must not be unreasonably withheld or delayed).

23.4 The Consultant must ensure that its officers, employees, agents, subconsultants and subcontractors comply with the Consultant’s obligations under this clause 23.

24 SUSPENSION BY THE CLIENT

24.1 The Client may suspend the performance of the Services at any time by notice in writing to the Consultant.

24.2 Unless the suspension has been directed due to the Consultant’s wrongful conduct, the Client must pay the Consultant any costs and expenses reasonably incurred by the Consultant as a result of the suspension.

24.3 The Consultant must recommence the Services when reasonably directed to do so by the Client.

24.4 If the suspension lasts longer than the period stated in Item 23 the Consultant may terminate this Contract.

24.5 The Client is not liable to the Consultant for any indirect or consequential loss suffered or incurred as a result of the exercise by the Client of its rights under this clause 24.

25 SUSPENSION BY THE CONSULTANT

25.1 If a risk to the health or safety to any person arises where the Services are being performed (other than at any premises owned or controlled by the Consultant), the Consultant may suspend the performance of the Services to the extent necessary to protect affected persons.

25.2 The Consultant must give prompt notice to the Client of the suspension, the reason for the suspension and, if known by the Consultant, its likely duration.

25.3 The Consultant must recommence the Services as soon as possible and give prompt notice to the Client.

25.4 The Consultant’s right to suspend the performance of the Services following the Client’s failure to make a payment is set out in clause 10.8.
26 TERMINATION WITHOUT CAUSE

26.1 This Contract may be terminated:
(a) at any time by mutual agreement; or
(b) by the Client for any reason after giving reasonable written notice to the Consultant.

26.2 If this Contract is terminated under clause 26.1, the Client must pay to the Consultant:
(a) the applicable portion of the Fee for the Services performed prior to the date of termination;
(b) all disbursements incurred by the Consultant prior to the date of the termination which would have been payable had this Contract not been terminated; and
(c) any costs and expenses reasonably incurred by the Consultant by reason of termination.

The Client is not liable to the Consultant under this clause 26 for any amount greater than the amount that the Client would have paid to the Consultant had this Contract been completely performed.

26.3 The Client is not liable to the Consultant for any indirect or consequential loss arising out of the termination under clause 26.1.

26.4 Upon termination and payment of the amount due to the Consultant under clause 26.2, the Consultant must deliver to the Client all Deliverables and all Documents which, on completion, would be Deliverables. The Consultant is not liable in respect of the Documents which it has not completed due to the termination of this Contract.

27 TERMINATION DUE TO DEFAULT BY EITHER PARTY

27.1 If either party commits a substantial breach of this Contract, the other party may give to the party who committed the breach a written notice to show cause. A notice to show cause must:
(a) state it is a notice given under this clause 27;
(b) specify the alleged breach with reasonable details;
(c) require the party who committed the breach to show cause in writing why the party giving the notice should not exercise a right referred to in this clause 27; and
(d) specify a date (which must not be less than 5 Business Days after the notice is served) by which the party who committed the breach must show cause.
27.2 Substantial breaches include but are not limited to:
(a) suspension of work other than as permitted in clauses 10.8, 24 and 25;
(b) failure to proceed with due diligence and without delay;
(c) failure to provide evidence of insurance in accordance with clause 30.5; and
(d) failure of the Client to pay the Consultant under clause 10.

27.3 If the recipient of a notice to show cause fails to show reasonable cause why the other party should not exercise a right under clause 27.3 within the time specified in the notice, the other party may, by further written notice:
(a) terminate this Contract; or
(b) if the breach is a failure of the Client to pay the Consultant under clause 10, the Consultant may suspend performance of the Services until payment is made.

27.4 If the Consultant suspends performance of this Contract under clause 27.3(b), the Consultant must promptly lift the suspension after the Client remedies the breach, unless the Consultant has terminated the Contract.

28 INDEMNITY

28.1 To the extent permitted by law, the Consultant indemnifies the Client from and against all liability, losses, damages, costs and expenses (including legal expenses), due to:
(a) loss of, damage to, or destruction of any property (including the Deliverables); or
(b) personal injury (including psychological injury) or death,
to the extent contributed to by any breach of this Contract by the Consultant or negligent or unlawful act or omission of the Consultant, its officers, employees, agents, subconsultants or subcontractors in connection with this Contract.

28.2 Clause 28.1 does not apply to the extent that:
(a) the liability, loss, damage, cost or expense is contributed to by any breach of this Contract by the Client or negligent or unlawful act or omission of the Client or its officers, employees, agents, other consultants or contractors, and/or
(b) the Client fails to act reasonably to mitigate the liability, loss, damage, cost or expense.

28.3 Clauses 28.1 and 28.2 do not exclude any other right of the Client at law.
29 LIMITATION OF LIABILITY

29.1 The liability of the Consultant to the Client arising under or in connection with this Contract including:
(a) in tort (including for negligence);
(b) under statute; or
(c) otherwise,
to the extent permitted by law, is limited in the aggregate to the amount specified in Item 24 if any.

29.2 Clause 29.1 does not apply to liability arising from:
(a) personal injury (including psychological injury) or death;
(b) infringement of Intellectual Property Rights;
(c) fraudulent, malicious or criminal conduct;
(d) wilful default;
(e) conduct with reckless disregard for the consequences;
of or by the Consultant or its officers, employees, agents, subconsultants and subcontractors.

30 INSURANCE

30.1 Except if the Client has agreed to effect relevant insurance under clause 30.7, the Consultant must effect and maintain the following insurances:
(a) public liability insurance;
(b) workers’ compensation insurance; and
(c) professional indemnity insurance.

30.2 The public liability insurance must be for an amount not less than that set out in Item 25 and must be maintained for the entire duration of this Contract.

30.3 The workers’ compensation insurance must be effected and maintained in accordance with the applicable Australian, State or Territory legislation.

30.4 The professional indemnity insurance must be for an amount not less than that set out in Item 26 and must be maintained for not less than the period set out in Item 27. The policy must include provision for one automatic reinstatement of the sum insured.
30.5 Before the Consultant commences work and whenever requested in writing by the Client, the Consultant must provide to the Client a certificate of currency in respect of each insurance policy required under clause 30.1, showing:

(a) the insurance policy numbers;
(b) the expiry date of each policy; and
(c) the amount of insurance cover required to be held under this Contract.

30.6 Without limiting the Consultant’s other obligations under this Contract, if the Consultant fails to promptly provide evidence when required under clause 30.5, the Client may give the Consultant a written notice requiring the Consultant to provide the evidence required within a specified period of not less than 5 Business Days from when the notice is served and specifying the Client’s intent to exercise its rights under this clause 30.6 if the Consultant does not comply. If the Consultant does not comply, the Client may effect and maintain the insurance, pay the premiums and deduct these payments from moneys due or to become due to the Consultant from the Client or otherwise treat the failure as a breach of contract.

30.7 The Client must effect and maintain the insurances (if any) specified in Item 28. Each policy must name the Consultant as an insured. The Client must maintain the insurances for not less than the period set out in Item 28. The Client must provide a copy of the policies and certificates of currency to the Consultant before the Consultant is required to commence the Services.

31 INSOLVENCY

31.1 Either party may terminate this Contract without notice if the other party is subject to an Insolvency Event. This right is in addition to any other rights under this Contract.

31.2 Insolvency Event means:

(a) a party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the Contract;
(b) execution is levied against a party by a creditor;
(c) a party is an individual person or a partnership including an individual person, and if that person:
   (i) commits an act of bankruptcy;
   (ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
   (iii) is made bankrupt;
   (iv) makes a proposal for a scheme of arrangement or a composition; or
(v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the Bankruptcy Act 1966 (Cth) or like provision under the law governing the Contract;

or

(d) in relation to a party being a corporation:

(i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
(ii) it enters a deed of company arrangement with creditors;
(iii) a controller or administrator is appointed;
(iv) an application is made to a court for its winding up and not stayed within 14 days;
(v) a winding up order is made in respect of it;
(vi) it resolves by special resolution that it be wound up voluntarily (other than a voluntary winding up by members for the purpose of reconstruction or amalgamation); or
(vii) a mortgagee of any of its property takes possession of that property.

32 DISPUTE RESOLUTION

32.1 If a dispute between the parties arises in connection with this Contract, then either party may give the other party a written notice of the dispute in accordance with clause 33, adequately identifying and providing details of the dispute.

32.2 Notwithstanding the existence of a dispute in relation to any matter other than the exercise of a right to terminate this Contract, the parties must continue to perform the Contract unless permitted to suspend performance under clauses 10.8, 24, 25 or 27.

32.3 Within 10 Business Days after service of a notice of dispute, the parties must confer at least once to resolve the dispute or to agree on methods of doing so. Each party must be represented by a person having authority to agree to such resolution or methods of resolution. All conferences under this clause 32.3 must be conducted in good faith and without prejudice.

32.4 If the dispute has not been resolved within 20 Business Days of service of the notice of dispute, either party may commence legal proceedings or, if agreed in writing by the parties, commence alternative dispute resolution proceedings.
33 SERVICE OF NOTICES

33.1 Subject to clause 33.2, notices under this Contract must be served:
   (a) by hand, mail, fax or email, at the address, fax number or email address, set out in Item 29, or, if notice of a change in address, fax number or email address is given, at the last such notified address, fax number or email address;
   (b) by such other means as the parties agree in writing.

33.2 Any Document given under clauses 24, 25, 26, 27, 31 or 32 must be served by hand or registered mail.

33.3 A Document is served:
   (a) by mail, 3 Business Days after posting;
   (b) by fax, when the sender receives an error-free transmission report from the correct fax number;
   (c) by email or other electronic means, when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.

33.4 Any notice served after 5 pm on any Business Day or on a weekend or a public holiday is deemed to be served on the next Business Day.

34 SURVIVAL OF TERMINATION

Clauses 10, 21, 22, 23, 26, 28, 29, 30, 32, 33 and 35 will survive the completion or earlier termination of this Contract.

35 GOVERNING LAW

The law governing this Contract and its interpretation is the law of the State or Territory stated in Item 30 or, if the State or Territory is not stated, the law of the State or Territory where the Services are to be substantially performed and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in that State or Territory.

36 STANDARD FORM NATURE OF CONTRACT

Apart from completed Annexures Part A and Part C, this Contract is AS 4122—2010 in its original form, unless Item 31 specifies otherwise, in which case Annexure Part B states the amendments.
EXECUTION (IF REQUIRED)

NOTE: If a formal execution of this Contract is required, the following form or another form may be used.

This Contract is dated: __________ 20______

If a party is a company, use the following execution clause.

Executed in accordance with section 127 of the Corporations Act 2001 (Cth) by the persons named below for the entity named opposite:

Insert name of Client company

Signed by a Director: Signed by a Director/Secretary:

Print name of Director: Print name of Director/Secretary:

Executed in accordance with section 127 of the Corporations Act 2001 (Cth) by the persons named below for the entity named opposite:

Insert name of Consultant company

Signed by a Director: Signed by a Director/Secretary:

Print name of Director: Print name of Director/Secretary:

If a party is not a company, then any person with authority to bind the party can execute the Contract by signing it in the place allocated below. If you do so as agent for another person please write after your name “as agent for ….” and insert that person’s name.

Signed: Print name: Signed: Print name:
The parties are encouraged to review AS 4121—1994, *Code of ethics and procedures for the selection of consultants*, prior to completing Annexure Part A.

**Item 1**

**The Client is:** The University of Adelaide

Guidance Note:
Insert the identity of the *Client* with ABN and address. Identify whether the *Client* is acting as the agent of another person and, if so, identify that person and their ABN.

(You can verify the name and ABN free of charge at www.asic.gov.au or www.abr.gov.au)

of 5005 AUSTRALIA a body corporate established pursuant to the provisions of the University of Adelaide Act 1971 (SA)

ABN 61 249 878 937

**Item 2**

**The Consultant is:**

Guidance Note:
Insert the identity of the *Consultant* with ABN and address.

(You can verify the name and ABN free of charge at www.asic.gov.au or www.abr.gov.au)

of

ABN

**Item 3**

**The Contract Documents are:**

Guidance Note:
Insert any other relevant *Documents* forming this *Contract*.

1. These General Conditions of Contract.
2. The *Scope*.
3. (Other):
   As set out in Clause 1 of the Formal Instrument of Agreement

**Item 4**

**The Scope is described in the following *Documents*, or the *Scope* is:**

Guidance Note:
The *Scope* is intended to describe the *Scope* of the *Services* that are required to be performed and their relationship to the project being undertaken by the *Client*. Either identify the *Documents* that describe the *Scope* or include a statement of the *Scope* in this *Item*. 
Item 5 (clause 5.1) The purpose(s) for which the Services will be suitable is/are:

Item 6 (clause 6.1) The Client's representative is:

Item 7 (clause 6.2) The Consultant's representative is:

Item 8 (clause 10.1) Claims for payment must be made on the following basis:

Guidance Note:
Specify whether claims for payment will be on a lump sum, a percentage, or rates, or any combination.

Lump sum: $ ..............................................
and/or
Percentage ..............% of ....................
and/or
Rates Yes No
(strike through as appropriate)

Specify whether the basis is inclusive or exclusive of GST.

GST inclusive Yes No
(strike through as appropriate)

If rates apply, specify rates and intervals.

Role/Task: Rate $/per

Specify whether claims for payment, however calculated, will be paid in a single lump sum or in stages. If payable in stages, state the Fee or percentage of Fee payable for each stage.

Stage/Task $ / % of Fee

Monthly progress payment against project phases.

Item 9 (clause 10.2) Disbursements for which the Consultant may claim payment: Nil
<table>
<thead>
<tr>
<th>Item 10 (clause 10.3)</th>
<th>Time to claim payment is no later than:</th>
<th>The 15th day of each month</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Item 11 (clause 10.6)</th>
<th>The time for payment is no later than:</th>
<th>20 Business Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Business Days after receipt of a claim for payment or if nothing is stated 30 calendar days after service of a payment claim.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 12 (clause 10.9)</th>
<th>The rate of interest for overdue payment is:</th>
<th>Nil</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Item 13 (clause 12.1)</th>
<th>Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is:</th>
<th>Alternative 1: Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Alternative 2: Under the program attached.</td>
<td>Alternative 2: see attached program.</td>
</tr>
<tr>
<td>Guidance Note:</td>
<td>If Alternative 2 is to apply, a program must be attached.</td>
<td>If nothing stated or attached then within a reasonable time.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 14 (clause 12.3 (c))</th>
<th>Other causes of delay for which the Consultant may notify an extension of time:</th>
<th>None</th>
</tr>
</thead>
</table>

| Item 15 (clause 13.2) | The Approvals to be obtained by the Consultant are: |
|----------------------|----------------------------------------|-----|

<table>
<thead>
<tr>
<th>Item 16 (clause 18)</th>
<th>The key personnel are:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Guidance Note:</td>
</tr>
</tbody>
</table>

<p>| Item 17 (clause 19.2) | Existing conflicts of interest: | Nil |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Description</th>
<th>Alternative 2</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 18</td>
<td>(clause 21.3)</td>
<td>Copyright and other Intellectual Property Rights</td>
<td>Alternative 2</td>
<td>Guidance Note: Identify whether Alternative 1 or Alternative 2 applies.</td>
</tr>
<tr>
<td>Item 19</td>
<td>(clause 21.3 Alternative 2)</td>
<td>List excluded Intellectual Property Rights</td>
<td>None</td>
<td>Guidance Note: For example, maps referenced from Google Earth.</td>
</tr>
<tr>
<td>Item 20</td>
<td>(clause 21.4, Alternative 2)</td>
<td>The additional amount payable to the Consultant for granting of Intellectual Property Rights to the Client is:</td>
<td>$Nil</td>
<td>Guidance Note: If Alternative 2 applies, state the additional amount payable to the Consultant to vest the Intellectual Property Rights in the Client.</td>
</tr>
<tr>
<td>Item 21</td>
<td>(clause 22.1)</td>
<td>Does clause 22 (Moral Rights) apply?</td>
<td>Yes No</td>
<td>Guidance note: For example, the name of the Consultant.</td>
</tr>
<tr>
<td>Item 22</td>
<td>(clause 23.1)</td>
<td>The following Documents are confidential:</td>
<td></td>
<td>Guidance Note: Confidential Documents could include, Client Information, this Contract and the Deliverables. It may also include Fee information and background Intellectual Property Rights.</td>
</tr>
<tr>
<td>Item 23</td>
<td>(clause 24.4)</td>
<td>Maximum period for which Client may suspend the Services at any one time, after which the Consultant may terminate:</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Item 24</td>
<td>(clause 29.1)</td>
<td>The Consultant’s liability is limited to:</td>
<td>Unlimited</td>
<td>Guidance Note: As a guide the liability should be specified as a monetary amount and not refer to the insurance policy.</td>
</tr>
</tbody>
</table>
Item 25 (clause 30.2) The amount of public liability insurance is: $20 million

Item 26 (clause 30.4) The amount of the professional indemnity insurance is: $10 million

Item 27 (clause 30.4) The professional indemnity insurance must be maintained for the following period: 6 years

Item 28 (clause 30.7) The Client must effect the following insurances and maintain them for the following periods:

<table>
<thead>
<tr>
<th>Insurance:</th>
<th>Period:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>

Guidance Note:
Insurances could include for example, public liability, professional indemnity, and workers compensation.
Parties should clarify that the insurance should be primary and include a clause waiving contribution claims against the Consultant’s insurance.

Item 29 (clause 33.1) The address for the service of notices is:

Kon Corolis  
Acting Associate Director, Capital Projects Delivery  
The University of Adelaide  
Level 4, Lady Symon Building  
Adelaide 5005 SA

Guidance Note: Insert the appropriate mail, fax, email or other electronic address of each party to this Contract.

Item 30 (clause 35) The law governing this Contract is:

The law of South Australia  
If nothing is stated, the state or territory where the Services are to be substantially performed.

Item 31 Has this Contract been amended from its original form? Yes/No
DELETIONS, AMENDMENTS AND ADDITIONS

1. The following clauses or parts of clauses have been deleted from the General Conditions in AS 4122—2010:
   - The following definitions in Clause 1.1: Deliverables and Services
   - The following clauses:
     - Clause 4 (Standard of Care)
     - Clause 5 (Scope)
     - Clause 7 (Information)
     - Clause 10 (Payment)
     - Clause 12 (Time)
     - Clause 20 (Subcontracting and Assignment)
     - Sub-clause 24.4 from clause 24 (Suspension by the Client)
     - Sub-clause 25.4 from clause 25 (Suspension by the Consultant)

2. The following clauses have been amended and differ from the corresponding clauses in AS 4122—2010:
   - Clauses in AS 4122-2010:
     - See Formal Instrument of Agreement and Special Conditions.

3. The following clauses have been added to those of AS 4122—2010:
   - See Formal Instrument of Agreement and Special Conditions.
Moral Rights Consent Form 1—For Employees of the Consultant
(clause 22)

To: [INSERT CONSULTANT]
ABN:

In relation to any work that I perform for ('you')
in the course of my employment, I agree as follows:

(a) Unless you and I agree otherwise in writing, I will not be attributed personally as the author of my work and you will be described as the author of any work I perform and as the author of any product that results from my work.

(b) Alternatively you and your client may agree on the form of attribution to be given to any specific product of my work.

(c) Without notifying or consulting me, you may alter my work in any way that you consider desirable, or necessary.

(d) You need not advise me if you are notified of any intended alteration to or demolition of any project, building or structure related to my work.

(e) You may provide a copy of this consent to any client.

(f) This consent also applies to all work that I have already performed for you.

Signed by the holder of Moral Rights:


Print name of signatory

Date

/ /
Moral Rights Consent Form 2—For use by the Consultant with its subconsultants or subcontractors  
(clause 22)

To: [INSERT CONSULTANT]

ABN: ____________________________

Project name: __________________

Note: Project name must be inserted for this consent to be valid.

In relation to any services that we supply to

(‘you’)

in the course of

we agree that, given the nature of the work, and the purpose, manner and context of its intended use:

(a) Nothing in this consent prevents you describing yourself as an author or the author of [project name] or as the project comes to be known from time to time.

(b) We will also be attributed as an author in circumstances that you consider reasonable and practicable, or as otherwise agreed with you in writing.

(c) You need not advise us if you are notified of any intended alteration to or demolition of any project, building or structure related to our work.

(d) You may provide a copy of this consent to any of your clients.

(e) We have the right to give this consent on behalf of our employees and our own subconsultants and subcontractors (if any).

(f) We will provide you with copies of such consents within a reasonable time if you request them.

Signed by the subconsultant on behalf of each holder of Moral Rights:

_______________________________________________________________

Print name and ABN of subconsultant/subcontractor.

/ / ____________________

Date
AMENDMENT CONTROL SHEET

AS 4122—2010

Amendment No. 1 (2011)

CORRECTION

SUMMARY: This Amendment applies to Clauses 1.1, 1.5 (new), 5.4, 8.2, 10.4, 10.9, 10.10, 21.4, 22.2, 23.2, 23.4, 24.5, 26.2, 27.1, 27.2, 27.3, 27.4, 28.1, 28.2, 29.2, 30.5, 30.6, 31, 32.3, 32.4, 34, 36, Execution, and Parts A and C.

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