

PURCHASE ORDER TERMS AND CONDITIONS



University of the
Sunshine Coast
Australia

1. Interpretation

In these Terms and Conditions:

'USC' means University of the Sunshine Coast;

'Goods' means the goods described in the Purchase Order to be provided by the Contractor;

'Services' means the services described in the Purchase Order to be provided by the Contractor;

'Contractor' means the provider of Goods and Services described in the Purchase Order;

'Total Order Amount' means the amount (including GST) described in the Purchase Order, to be paid by USC to the Contractor for the Goods and/or the Services provided;

'Intellectual Property' means all data, information, designs, inventions, processes, computer programs, techniques, methodology, know-how and trade secrets, discovered or produced by the Contractor, its employees, agents and subcontractors providing the Goods and/or Services;

'Purchase Order' means the document appearing on the reverse side of these Terms and Conditions.

2. Goods and Services

2.1. The Contractor will and will employ properly qualified persons to, provide the Goods and the Services, expeditiously and diligently.

2.2. The Contractor will inform itself of USC's requirements for the provision of the Goods and the Services.

3. Payment of Total Order Amount

3.1. Subject to the Goods and the Services being satisfactorily provided (in USC's absolute discretion), USC will pay the Total Order Amount to the Contractor.

3.2. USC has no obligation to pay the Total Order Amount unless and until the Goods and/or the Services are provided.

3.3. The Contractor must deliver invoices to USC which:

(a) describe the Goods and/or the Services provided;

(b) if the Total Order Amount is calculated by reference to hours or days worked, indicate the hours or days worked, with any supporting documentation that USC may require;

(c) if the Total Order Amount is calculated by reference to the achievement of a particular milestone, include evidence that the milestone has been achieved.

3.4. Subject to USC being satisfied with the invoice delivered and the provision of the Goods and/or the Services to which the invoice relates, USC will pay the amount invoiced within 30 days of the receipt of the invoice.

4. Intellectual property

4.1. Any Intellectual Property arising from the provision of the Services will be the sole property of USC.

4.2. The Contractor hereby assigns to USC all Intellectual Property arising from the provision of the Services.

4.3. The Contractor warrants that the Intellectual Property arising from the provision of the Services, does not infringe the rights of another person.

4.4. The Contractor will sign any document required by USC to vest the Intellectual Property arising from the provision of the Services, in USC.

5. Subcontracting

The Contractor must not subcontract the provision of any part of the Goods and/or the Services without USC's prior written consent.

6. No agency

6.1. The Contractor is not the agent or an employee of USC.

6.2. The Contractor does not have authority to bind USC, will not do anything to purport to bind USC and will not represent itself to be the agent or a representative of USC.

7. No conflict of interest

7.1. The Contractor warrants that neither it nor any of its employees has any conflict of interest with respect to the provision of the Goods and/or the Services.

7.2. The Contractor will immediately notify USC if any such conflict of interest arises.

8. Insurance

8.1. The Contractor warrants that it has in place and will whilst providing the Goods and/or the Services, effect and maintain, all necessary insurance of and for the full value of, the Goods and/or the Services provided.

8.2. The Contractor will, if requested by USC, provide copies of the insurance policies effected by it, to USC.

9. Indemnity

9.1. The Contractor indemnifies USC (its officers and employees) from and against all actions, claims, proceedings and demands (including those brought against USC by third parties) brought or made in respect of any loss, damage, death, injury, illness or damage arising out of or in connection with the provision of the Goods and/or the Services.

9.2. The Contractor's obligation to indemnify in Clause 9.1 is a continuing obligation separate and independent of other obligations and will survive the provision of the Goods and/or the Services.

10. Suspension

USC may by written notice to the Contractor suspend the provision of the Good and/or the Services for the period stated in such a notice.

11. Termination

11.1. USC may terminate the provision of the Goods and/or the Services at any time, without giving any reason, by 7 days written notice to the Contractor.

11.2. If:

(a) one party is in default of an obligation pursuant to these Terms and Conditions; and

(b) the non-defaulting party gives written notice to the party in default requiring the default to be remedied within 7 days of that notice; and

(c) the party in default fails to comply with the notice referred to in paragraph (b) then the non-defaulting party may terminate the provisions of the Goods and/or the Services by a further written notice to the party in default.

12. Service of notices

12.1. A notice may be served by delivery, posting or email to the party to be served.

12.2. A notice is deemed to have been received by the party served, upon delivery, within four (4) days of the date of posting and upon apparent successful email transmission.

13. Agreement

13.1. Subject to Clause 13.3, the whole agreement between USC and the Contractor is contained in these Terms and Conditions.

13.2. No variation to these Terms and Conditions will bind the parties unless that variation is in writing and is signed by the parties.

13.3. The agreement between USC and the Contractor contained in these Terms and Conditions may be replaced by another agreement in writing signed by the parties.

14. Jurisdiction

The provision of the Goods and/or the Services in accordance with these Terms and Conditions is governed by and construed in accordance with the laws of Queensland.

15. Modern Slavery

15.1 The Contractor warrants and agrees that:

(a) it ensures that Modern Slavery is not taking place in any part of its operations and supply chains and those of any entities that it controls;

(b) it conducts its business in a manner that is consistent with the obligations in (a);

(c) neither the Contractor, nor any of its officers, employees or other persons associated with the Contractor has been convicted of any offence involving Modern Slavery;

(d) having made reasonable enquiries, to the best of its knowledge, neither the Contractor nor any of its officers, employees or other persons associated with the Contractor have been or is the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with Modern Slavery; and

(e) it may be requested to deliver to USC an annual statement and such other information or reports as may reasonably be required from time to time by USC to comply with the requirements, or avoid any contravention, of the Act.

15.2 For the purposes of Clause 15.1:

(a) 'Act' means the *Modern Slavery Act 2018* (Cth);

(b) 'Modern Slavery' means the eight offences contained in the Commonwealth Criminal Code Divisions 270 and 271, namely, trafficking in persons, slavery, servitude, forced labour, debt bondage, the worst forms of child labour, and deceptive recruiting for labour or services.