BETWEEN

UNIVERSITY OF SOUTH AUSTRALIA (ABN 37 191 313 308) a body corporate by virtue of the University of South Australia Act 1991 (SA) of North Terrace, Adelaide SA 5000 (“UNISA”)

AND

NAME OF AGENCY (ABN XX XXX XXX XXX) Division or section (if relevant), Address (“Sub-contractor”)

RECITALS

A. UNISA has entered into an agreement with the Commonwealth Government represented by and acting through the Department of Education, Employment and Workplace Relations (Commonwealth) to undertake certain research related activities in relation to ‘More Aboriginal and Torres Strait Islander Teachers’ Initiative (the Project). The research related activities under the Project relate to programs administered under the Indigenous Education (Targeted Assistance) Act 2000 which are aligned to the goals of the National Aboriginal and Torres Strait Islander Education Policy.

B. The Sub-contractor has agreed to provide the Services to facilitate the Project under the terms and conditions of this Agreement.

NOW THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 All defined terms in the Head Agreement will have the same meaning in this Agreement. The rules of interpretation which shall be applied to this Agreement shall be the same as in the Head Agreement.

1.2 In this Agreement the following additional definitions will apply, except where the context otherwise requires:

Head Agreement means the agreement signed between UNISA and the Commonwealth on or about 24 June 2011, a copy of which is attached as Schedule B.

Parties means the parties to this Agreement and their respective successors and permitted assigns, and “Party” means any one of them.

Project means the project as set out in Item C of Schedule 1 to the Head Agreement known as the “More Aboriginal and Torres Strait Islander Teachers” Initiative.

Services means the program of work to be undertaken by the Sub-contractor set out in Attachment A.
**Services Material** means all Material brought into existence by the Sub-contractor for the purpose of performing this Agreement.

**Term** means the term of this Agreement as provided in clause 2.

1.3 In the event of any discrepancy or inconsistency between this Agreement and the Head Agreement the following order of precedence shall apply to resolve the issue:

1.3.1 the Head Agreement

1.3.2 this Agreement

1.4 The Schedules and attachments form part of this document; and

1.5 Headings are for convenience only and do not alter interpretation

2. **TERM OF AGREEMENT**

The Parties agree that the term of this Agreement is the same as the term of the Head Agreement and is subject to earlier termination or extension of the Head Agreement.

3. **OBLIGATIONS OF SUB-CONTRACTOR**

3.1 The Sub-contractor acknowledges that UNISA has signed and is bound by the Head Agreement.

3.2 The Sub-contractor acknowledges that it has read the Head Agreement and agrees to take reasonable steps and comply with reasonable directions from UNISA to ensure it is not responsible (partly or wholly) for any conduct that causes UNISA to be in default of any provision in the Head Agreement and shall provide to UNISA, at its reasonable request, all information and assistance relevant to the Activities as may be necessary for UNISA to fulfil its obligations under the Head Agreement.

3.3 The Sub-contractor will perform the Services in a proper and professional manner in accordance with the terms and conditions of the Head Agreement in so far as the Head Agreement can be applied to that part of the Services.

3.4 All terms, conditions and obligations which are specified in Item Q of Schedule 1 to the Head Agreement are incorporated by reference into this Agreement and will apply to the Sub-contractor as if it were UNISA (excepting provisions that would normally only apply to UNISA as prime contractor) and the Sub-contractor will be accountable to UNISA for any breaches of those provisions.

4. **PAYMENT**

4.1 UNISA will pay the Sub-contractor up to the total amount identified in item 1 of Schedule A. The Sub-contractor acknowledges that payment of these monies is subject to UNISA receiving the funds under the Head Agreement.

4.2 UNISA will be entitled to defer part or full payment of an instalment under clause 4.1 until such time as the Sub-contractor has completed to the reasonable satisfaction of UNISA that part of the Services to which the instalment relates.
4.3 UNISA will make payments to the Sub-contractor within 30 days of the end of month of receipt of a tax invoice from the Sub-contractor and subject to UNISA’s receipt of sufficient funds from the Commonwealth.

4.4 Notwithstanding clause 4.2, UNISA will not be entitled to defer payment of an instalment where non-completion of part of the Services by the Sub-contractor is a result of a failure by UNISA to provide prerequisite inputs or perform its obligations under this Agreement or the Head Agreement.

5. **OWNERSHIP OF SERVICES MATERIAL**

5.1 Intellectual Property Rights in the Services Material will be owned by the Sub-contractor. The Sub-contractor grants to UNISA:

5.1.1 A non-exclusive, royalty-free, licence to use the Services Material for internal research and development purposes, but not for any commercial purposes; and

5.1.2 A licence to use and sub-licence the Services Material in order to give effect to UNISA’s obligations under the Head Agreement.

5.2 The Sub-contractor retains ownership of all Intellectual Property Rights in any Material in existence prior to the commencement of this Agreement and contributed by the Sub-contractor to the performance of the Services ("Background Material").

5.3 If the Services Material is not capable of being used by UNISA and/or the Commonwealth as contemplated under the Head Agreement without a license to the Sub-contractor’s Background Material then the Sub-contractor must grant to UNISA a permanent, irrevocable, free, world-wide, non-exclusive license (including a right of sublicense) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Background Material to the extent that it is incorporated in or supplied with the Services Material.

5.4 If the Sub-contractor is an Author of (either the sole or a joint Author) of any Services Material or Background Material, the Sub-contractor consents to the performance of the Specified Acts by UNISA or the Commonwealth or any person licensed by UNISA or the Commonwealth to use, reproduce, adapt and exploit that Services Material or Background Material. The Sub-contractor agrees to obtain from each Author of any Services Material or Background Material a written consent to the performance of the Specified Acts by UNISA and the Commonwealth any person licensed by UNISA or the Commonwealth to use, reproduce, adapt and exploit that Services Material or Background Material and upon UNISA’s request, provide the executed original of each consent to UNISA.

5.5 The Sub-contractor warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Services Material and Background Material in accordance with this clause 5 and clause 14 of the Head Agreement.

5.6 The operation of this clause 5 will survive the expiration or termination of this Agreement.

6. **PUBLICATION AND DISCLOSURE**

Publication and disclosure of any kind in relation to the Project and or the Services by the Sub-contractor shall only be done as provided for in clause 6 of the Head Agreement.

7. **INDEMNITY**
7.1 The Sub-contractor agrees to indemnify (and keep indemnified) UNISA, its officers, employees, and agents against all losses or liabilities incurred by UNISA and all costs actually payable by UNISA in relation to any claim against UNISA, including legal costs reasonably incurred, arising directly from:

7.1.1 any breach of this Agreement by the Sub-contractor; or

7.1.2 any negligent act, error or omission by the Sub-contractor, or any of its employees, agents, volunteers or subcontractors in connection with this Agreement or

7.1.3 any claims by third parties about the ownership or right to use Intellectual property Rights (including moral rights) in Background Material and Project Material developed by the Sub-contractor.

7.2 The Sub-contractor’s liability to indemnify UNISA under clause 7.1 will be reduced proportionally to the extent that any negligent or wrongful act or omission or wilful misconduct on UNISA’s part contributed to the relevant loss, damage, expense, or liability.

7.3 The operation of this clause 7 will survive the expiration or termination of this Agreement.

8. DISPUTE RESOLUTION

If any dispute or difference arises in connection with this Agreement, then the Parties will negotiate in good faith to resolve it.

9. NOTICES

Any notice to be given by either Party will be in writing and forwarded to the other Party either by post or facsimile transmission. The address for notices is as set out in item 2 of Schedule A or as last notified by the recipient in writing.

10. INSURANCE

The Sub-contractor shall effect, pay for and maintain the same insurances as required of UNISA under the Head Agreement.

11. GOODS AND SERVICES TAX (GST)

For the purposes of this clause 11, the value of supplies made by each Party under this Agreement is as follows:

11.1 unless expressly stated to the contrary, the consideration to be provided for any taxable supply made by one party to the other under this Agreement has been calculated without regard to, and is exclusive of, GST;

11.2 the consideration referred to in clause 11.1 shall be increased by the amount of any GST;

11.3 the Party receiving any payment for a taxable supply under this Agreement shall provide to the Party making a payment for a taxable supply a tax invoice in respect of that payment; and
11.4 the Party receiving any payment under this Agreement for a taxable supply shall do all things necessary (including, without limitation, registering with any required Government authority) to enable the party making a payment for a taxable supply to claim any credits or other benefits under the relevant law relating to GST.

12. **MISCELLANEOUS**

12.1 This Agreement is governed by the laws of the State of South Australia and the Parties submit to the non-exclusive jurisdiction of the courts of South Australia.

12.2 This Agreement may only be amended in writing, signed by the Parties.

12.3 The Sub-contractor may not assign the rights and obligations arising under this Agreement without the prior written consent of UNISA.

12.4 The Parties are independent contracting parties, and nothing in this Agreement shall make any Party the agent or legal representative of the other for any purpose whatsoever, not does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

12.5 This agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement.

13. **SUBCONTRACTING**

13.1 The Sub-contractor may subcontract to any person the performance of any of the Sub-contractor’s obligations under this Agreement provided that:

   13.1.1 the subcontractor agrees to perform the Services in accordance with the terms of this Agreement; and
   13.1.2 the Sub-contractor seeks the prior written approval of the University to engage the subcontractor. Such approval will not be unreasonably withheld.

13.4 The Sub-contractor is liable to the University for the acts and omissions of any subcontractor as if they were the acts or omissions of the Sub-contractor.
EXECUTED AS AN AGREEMENT:

SIGNED for and on behalf of
UNIVERSITY OF SOUTH AUSTRALIA
by its authorised Officer in accordance
with the Vice-Chancellor’s authorisations
and in the presence of:

___________________________________________
Signature

___________________________________________
Title

___________________________________________
Date

Witness Signature

Witness Print Name

Date

SIGNED for and on behalf of
NAME OF ORGANISATION
by its authorised Officer
and in the presence of:

___________________________________________
Signature

___________________________________________
Title

___________________________________________
Date

Witness Signature

Witness Print Name

Date
### SCHEDULE A

**ITEM 1: ENGAGEMENT DETAILS FOR SUBCONTRACTOR**

<table>
<thead>
<tr>
<th>THE CONTRACTOR</th>
<th>University of South Australia</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE SUBCONTRACTOR</td>
<td>NAME OF ORGANISATION</td>
</tr>
<tr>
<td>SERVICES TITLE</td>
<td>Title of project proposal</td>
</tr>
<tr>
<td>SERVICES DESCRIPTION</td>
<td>Brief description of the project proposal. Schedule of project activities:</td>
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**Project Deliverables and Milestones**

<table>
<thead>
<tr>
<th>Project</th>
<th>Completion</th>
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<tbody>
<tr>
<td>milestone 1</td>
<td>Month 2014</td>
</tr>
<tr>
<td>milestone 2</td>
<td>Month 2014</td>
</tr>
<tr>
<td>milestone 3</td>
<td>Month 2014</td>
</tr>
<tr>
<td>Progress Report</td>
<td>5 December 2014</td>
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<tr>
<td>milestone 4</td>
<td>Month 2015</td>
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<tr>
<td>milestone 5</td>
<td>Month 2015</td>
</tr>
<tr>
<td>Final Report and Financial Statement</td>
<td>30 October 2015 (all projects to be completed)</td>
</tr>
</tbody>
</table>

**Reporting:**

- Progress report due 5 December 2014
- Final Report and Financial Statement due October 2015

**Services:**

Further particulars of the Services to be delivered by the Subcontractor are contained in the Registration of Interest Proposal received by UNISA on or about 8 November 2014 and attached hereto as Attachment A.

**Special Conditions:**

If required.
<table>
<thead>
<tr>
<th><strong>COMMENCEMENT DATE</strong></th>
<th>Date 2014</th>
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<tbody>
<tr>
<td><strong>COMPLETION DATE</strong></td>
<td>Date 2015</td>
</tr>
<tr>
<td><strong>FEES AND PAYMENT</strong></td>
<td>$ payable upon signing of Agreement</td>
</tr>
<tr>
<td></td>
<td>$ payable upon submission of First Progress Report</td>
</tr>
<tr>
<td></td>
<td>$ payable upon submission of Final Report</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST:</strong></td>
<td>$ exclusive of GST</td>
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<tr>
<td></td>
<td>Fees are due and payable 30 days after the delivery of the Services and issue of a correctly rendered tax invoice to the Contractor.</td>
</tr>
<tr>
<td><strong>INSURANCE</strong></td>
<td>a) Public risk insurance for an amount equivalent to at least $10 million for any one occurrence. The policy shall include a cross liability clause.</td>
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<td></td>
<td>b) Professional indemnity insurance for an amount equivalent to at least $5 million.</td>
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<tr>
<td></td>
<td>c) Workers Compensation Insurance for an amount required by the relevant State or Territory legislation.</td>
</tr>
<tr>
<td><strong>CONTACT DETAILS</strong></td>
<td><strong>Contractor:</strong></td>
</tr>
<tr>
<td></td>
<td>Professor Peter Buckskin</td>
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<tr>
<td></td>
<td>Project Director,</td>
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<tr>
<td></td>
<td>More Aboriginal and Torres Strait Islander Teachers Initiative</td>
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<tr>
<td></td>
<td>Chancellery</td>
</tr>
<tr>
<td></td>
<td>University of South Australia</td>
</tr>
<tr>
<td></td>
<td>GPO Box 2471 Adelaide SA 5001</td>
</tr>
<tr>
<td></td>
<td>Phone: (08) 8302 9148</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:peter.buckskin@unisa.edu.au">peter.buckskin@unisa.edu.au</a></td>
</tr>
<tr>
<td></td>
<td><strong>Subcontractor:</strong></td>
</tr>
<tr>
<td></td>
<td>Name of authorised officer</td>
</tr>
<tr>
<td></td>
<td>Title of authorised officer</td>
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<tr>
<td></td>
<td>Organisation name</td>
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<tr>
<td></td>
<td>Address of organisation</td>
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<td></td>
<td>Phone:</td>
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<td>Email:</td>
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ITEM 2: NOTICES

UNISA:

Professor Peter Buckskin  
Project Director, More Aboriginal and Torres Strait Islander Teachers Initiative  
Chancellery  
University of South Australia  
GPO Box 2471  
ADELAIDE SA 5001  
Phone: (08) 8302 9148 Fax: (08) 8302 7034  
Email: peter.buckskin@unisa.edu.au  

Sub-contractor:

<table>
<thead>
<tr>
<th>Name of authorised officer</th>
<th>Title of authorised officer</th>
<th>Organisation name</th>
<th>Address of organisation</th>
<th>Phone</th>
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</tr>
</thead>
</table>


SCHEDULE B

HEAD AGREEMENT

Head Agreement between DEEWR and UNISA, 20 June 2011
ATTACHMENT A

Registration of Interest Proposal