

# Master Agreement

## Introduction and scope

This agreement covers all your interactions in the Digital Marketplace, including selling to buyers. This agreement also forms part of the terms incorporated into every work order contract agreed to by you and a buyer.

Before you can join the Digital Marketplace as a registered seller and join the Digital Marketplace Panel as an approved seller, a person authorised to enter arrangements on behalf of your organisation must accept this agreement.

This agreement will be updated from time to time to reflect the evolution of the Digital Marketplace. If you choose not to accept an update you will lose seller status. Existing work orders awarded to you will remain in force until completed or terminated according to the terms of the work order.

The drafting principles we have used are:

- This agreement contains foundational terms which provide contractual protection for all purchases in the Digital Marketplace under work orders. It is designed to work with work orders to enable customisation of contracts between buyers and sellers for a particular opportunity.
- We do not restate any common law principles or existing legal requirements that apply to you (for example, privacy and workplace health and safety (WHS) obligations).
- Words have a special legal meaning outlined in the definitions section.
- Where possible, we explain terms as we go rather than relying on definitions.

## Terms

### 1. General

This agreement is between you and the DTA.

This agreement begins on the commencement date and continues until terminated by either party.

We may invite other sellers to join and do business on the Digital Marketplace at any time.

We may add, remove or update areas of expertise at any time.

We may publish information relating to this agreement and work orders in line with the Open Contracting Data Standard (<http://standard.open-contracting.org/latest/en/>).

You agree that the inclusion of your details on the Digital Marketplace under this agreement is of value to you and sufficient consideration for this agreement to be binding.

You must not represent that you are an employee, partner, officer or agent of the DTA or a buyer.

## 2. Work orders

A work order is not effective until accepted by both the buyer and the seller.

Once effective, work orders create a separate contract on the terms of this agreement and any terms specified in the work order.

If a buyer considers that a work order requires a more comprehensive approach, the buyer may choose to incorporate the suite of terms. The [Comprehensive Terms](#) will apply in addition to this agreement and the work order.

Nothing in the Comprehensive Terms or a work order between you and a buyer can override the terms of this agreement between you and the DTA.

## 3. Priority of documents

There will be times when the nature of an opportunity means that you or the buyer need to add additional terms to your agreement. A buyer may highlight additional terms in their posted opportunity or subsequently. You and the buyer must agree on any additional terms and include them in the work order. If there is any inconsistency in the documents forming a work order between you and a buyer, those documents will be interpreted in the following order of priority:

1. Additional terms to this agreement included in the work order.
2. This Master Agreement.
3. The Comprehensive Terms (if applicable)
4. The other details contained in the work order.
5. Any attachments to the work order.
6. Any other document referred to in the work order.

## 4. Adding services and products

You may offer additional services or products for possible inclusion in the Digital Marketplace at any time by following the process in the Digital Marketplace.

## 5. Non-exclusive arrangement

This agreement is not exclusive and does not guarantee that you will receive opportunities or work orders and does not prevent buyers from buying services or products elsewhere.

## 6. Seller obligations

You must supply the deliverables specified in a work order:

- With due skill and care and to the best of your knowledge and expertise.
- In accordance with all applicable laws and the professional standards of conduct applying to the relevant industry.
- To the reasonable satisfaction of the buyer and to the standard set out in the work order.
- In accordance with any directions given by the buyer from time to time.

- In a manner that equals or exceeds the standard expected of a seller experienced and qualified in the provision of similar deliverables.
- As required by the buyer, by working closely with the buyer's personnel and enabling the buyer's personnel to observe and collaborate on any aspect of the work undertaken as part of providing the deliverables.
- At a price no less favourable than the pricing offered by you in your application to be a registered seller, unless the circumstances warrant alternative pricing and that alternative pricing can be justified. This obligation does not apply to additional costs specified in a work order (for example, travel).
- In accordance with the Digital Service Standard (if applicable) and any other relevant standards, industry better practice and guidelines, including any specified in the work order.
- In accordance with the buyer policies and specific terms or requirements, set out in a work order or notified to you in writing.

You must advise the buyer immediately if you become non-compliant with any of these requirements.

You must ensure:

- You have all rights, titles, licences, interests and property necessary to lawfully provide the deliverables.
- The deliverables will be fit for the purpose as set out in the applicable work order.
- You provide all resources and equipment necessary for the provision of the deliverables, except as otherwise provided in the work order.
- You will continue to hold all insurance policies specified in the work order or as are appropriate for the provision of the deliverables.
- You update your information provided to become a registered or approved seller by editing your Digital Marketplace seller profile if any of the information relating to your disclosures changes.

If you do not do these things DTA may terminate this agreement and a buyer may terminate any affected work order without liability to us or the buyer.

## **7. Licences, warranties and documentation**

You must transfer to the buyer all licences and warranties for any deliverables and any documentation needed by the buyer to fully use the deliverables.

Unless otherwise set out in the work order, documentation must at all times:

- Be correct and up to date.
- Be fit for purpose.
- Be of a professional standard in terms of its presentation, accuracy and scope.
- Adequately explain key terms and symbols.
- Not contain any unusual omissions or exclusion.
- Be in correct English.

## 8. Intellectual property rights

### *General*

You must ensure that the buyer's use of the order material will not infringe the intellectual property rights of any person.

You must obtain any moral rights consents in writing necessary for the buyer to use the order material.

If someone claims intellectual property rights over any material, you must, at your cost, either:

- Ensure that the buyer can continue to use the relevant material without liability or infringement; or
- Replace or modify the material so that it does not infringe the intellectual property rights of any other party, without degrading the performance or quality of the material.

### *Software and standard form documentation relating to software*

Unless otherwise agreed in a work order:

- Intellectual property rights in order material that is software and associated standard form documentation shall vest in the seller but will be open source, or capable of being open source and licensed, or capable of being licensed, by the seller under a Creative Commons Attribution Licence 4.0 International CC-NC.
- Where a work order states that order material that is software is not open source, the intellectual property rights will vest in the seller and the seller grants the buyer a perpetual, irrevocable, fully paid up, royalty-free, worldwide, nonexclusive licence to reproduce, publish, use, modify, adapt, communicate and reproduce the software and standard form documentation relating to that software, including the right to engage third parties to modify or adapt the software, and the right to sublicense or transfer the licence to the government's central pool of licences for the relevant level of government, but not the right to commercially exploit the software.

### *Other order material*

Intellectual property rights in any other order material hereby vest in the buyer from the date they come into existence. In this context, "hereby" is a legal term meaning at this time, to the greatest extent possible, but without creating any additional documentation.

### *Licence to material other than order material*

You must ensure the buyer is provided with any intellectual property rights licence or usage rights it needs to use any material provided with (or needed for the use of) the order material.

Unless otherwise agreed in the work order, no other software terms (including your standard software licensing terms) apply to the work order.

### *Licence to order material owned by the buyer*

To the extent that you need to use any of the order material owned by the buyer for the purpose of performing your obligations under the work order, subject to any conditions or restrictions specified in the work order and any direction given by the buyer, the buyer grants you a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate the relevant order material solely for the purpose of providing the deliverables.

On the expiry or termination of the work order (or any earlier date specified by the buyer), you must deliver all order material to the buyer's representative.

## **9. Delivery, assessment and acceptance**

You must provide the deliverables by the milestone due date specified in the work order for the relevant deliverable, or otherwise in accordance with the work order or as agreed in writing by the buyer.

If you are unable to provide all or part of the deliverables specified in a work order by the due dates for delivery in the work order (or, if the work order does not specify a date for delivery, in a reasonable timeframe), you must notify the buyer immediately.

Unless the deliverables or documentation are subject to acceptance, delivery of a deliverable will be deemed to occur when the buyer confirms receipt of, or access to, the deliverable.

Each element of the deliverables is subject to assessment by the buyer. The buyer will assess all deliverables according to the requirements in a work order.

If, following assessment, any part of the services or products still do not meet the requirements set out in the work order, the buyer may (in addition to its other remedies) terminate the work order immediately under clause 22 of this agreement (Termination and suspension).

If the work order indicates that a deliverable is subject to acceptance, then, within a reasonable time after receipt of the deliverable, the buyer will assess the deliverable against the acceptance criteria in the work order (if any) and either:

- accept the deliverable; or
- reject the deliverable.

If any of the deliverables are rejected by the buyer, the buyer will, within 5 business days of delivery, notify the seller of the reasons for rejection, the action required to be taken by the seller to remedy the deliverable and the time-frame for resubmission. Upon receipt of this notice, the seller must remedy and re-submit the deliverable in accordance with any feedback and within the time-frame notified by the buyer (or such other timeframe as agreed by the parties). You must comply with any additional requirements related to the acceptance process specified in the work order. Where documentation is subject to acceptance, you must deliver the documentation sufficiently in advance of the date for acceptance so that the buyer has time to review it and you have time to rectify any issues prior to the date for acceptance.

For deliverables that are subject to acceptance, ownership and risk transfers on acceptance of the deliverable. For all other deliverables, ownership and risk transfers on delivery.

## **10. Specified personnel, security and safety**

Where a work order specifies named personnel, you must only use the named personnel and not replace, reduce or supplement them without prior written approval from the buyer.

If you are required to obtain security clearances, you are responsible for any costs associated with doing so and any failure to obtain clearances or obtain them within any timeframe does not provide an excuse to the seller for failing to provide any deliverables on time.

You must comply with all security, health, workplace and safety and any other requirements set out in the work order or that are applicable to the work, premises or location at which the services or products are being delivered.

You must not copy, transmit or remove any data without prior written approval from the buyer.

## **11. Subcontracting**

Except as set out in the work order, you must not subcontract any aspect of the deliverables without obtaining the buyer's prior written consent.

## **12. Payment and expenses**

If the deliverables meet the requirements of the work order, the buyer will pay you.

Unless otherwise specified in the work order, you must provide a correctly rendered tax invoice to the buyer containing the information required by the buyer as specified in the work order. The buyer will pay you within 30 days of the buyer receiving a correct tax invoice or such other timeframe as agreed by the parties.

You must not charge the buyer for any cost not specified in the work order (for example, travel). Additional costs allowed by the work order may only be claimed if they:

- are reasonable and directly attributable to the provision of the services and products;
- are approved in writing by the buyer before any cost has been incurred;
- are substantiated by supporting documentation, such as receipts for accommodation costs, to verify the expenditure; and
- do not exceed the rates specified by the buyer or in the buyer's policies.

If a party must reimburse or indemnify another party for a loss, the amount to be reimbursed or indemnified must be reduced by any input tax credit the other party is entitled to before applying any GST.

The buyers' preferred method of payment is by electronic funds transfer direct to your bank account.

Unless the contrary is shown, payment will be deemed to have been made on the date the buyer instructs its bank that funds are to be transferred.

You must notify the buyer of any change of your bank account no later than 10 business days before a payment by the buyer is due. The buyer will not be liable to make any additional or interim payments when details of your bank account are incorrectly notified by you or are notified after the cut-off date for that payment.

### **13. Interest for late payment**

Buyers will pay interest for late payments in accordance with the relevant government policy. At the Commonwealth level, the Supplier Pay On-Time or Pay Interest Policy applies.

### **14. Taxes**

You must pay all taxes, duties and government charges that are due in Australia or overseas in connection with a work order.

Unless otherwise specified in the work order, prices in a work order are exclusive of GST. On receipt of a correctly rendered tax invoice, the buyer will pay you the GST exclusive amount plus any GST that applies.

### **15. Buyer material**

The buyer will provide to you all assistance and material as specified in the work order. You must ensure these materials are used only as the buyer specifies and in the performance of your obligations under the work order.

Subject to any conditions or restrictions specified in the work order and any direction given by the buyer, the buyer grants you a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate this material solely for the purpose of providing the deliverables.

### **16. Confidentiality**

Confidential information can only be disclosed if:

- It is disclosed to your personnel solely to comply with obligations, or to exercise rights, under this agreement or any work order.
- It is disclosed for government, administrative or accountability purposes, including making pricing available to buyers on the Digital Marketplace.
- It is authorised or required by law to be disclosed.

Confidential information cannot be disclosed in any other circumstances without prior consent from the owner of the confidential information.

Where specified in a work order or otherwise requested by a buyer, you must promptly arrange for your employees, agents, advisers or any other third party to give a written undertaking in the form attached to the work order or otherwise provided by the buyer relating to the use and disclosure of confidential information.

## 17. Privacy obligations

You agree, in providing the deliverables:

- Not to breach any requirement of the Privacy Act 1988 (Cth) that applies to you in the fulfilment of a work order.
- Not to do anything, that if done by the buyer, would be a breach of an Australian Privacy Principle under the Privacy Act 1988 (Cth).
- To comply with any directions, guidelines, determinations or recommendations referred to in the work order or made by the Australian Information Commissioner.
- To notify the buyer immediately if you become aware of a breach or possible breach of any of your privacy obligations.

## 18. Conflict of interest

You confirm that, to the best of your knowledge and belief after making reasonable inquiries, you have no conflict of interest.

If an actual or potential conflict of interest arises, you must notify us, and the buyer if relevant by email, and take all steps required to manage the conflict of interest as directed by us or the buyer.

## 19. Audit, access and review

To support buyers in meeting their governance requirements, on request you must promptly allow authorised representatives of the DTA or a buyer (including the Auditor-General or the Australian Information Commissioner or their delegates) access to, and permit copies to be made of, all material relating to the supply of the deliverables and assist with any audits.

The DTA or a buyer may at any time undertake, or appoint an external consultancy firm (referred to in this section as a **Reviewer**) to undertake, a review of your performance under this agreement or a work order and provide a report to the buyer and the DTA. You must provide all assistance reasonably requested by the buyer, DTA or the Reviewer in relation to the review.

The DTA or a buyer may, but is not required to, seek input from you on proposed appointee(s) prior to appointing the Reviewer. The Reviewer will be required by the buyer to comply with appropriate confidentiality obligations. To the extent the Reviewer conducts any activity at your premises, the Reviewer and its personnel will be required to comply with your reasonable access and security requirements.

The DTA or a buyer may, but is not required to, seek input from you with respect to the provision of the deliverables and the cooperation and assistance provided by you to, and to you by, other parties (including the buyer) in providing the deliverables.

## 20. Complaints

If you wish to make a complaint about a buyer or a procurement under the panel, you should attempt to resolve the complaint with the buyer first.



If you wish to make a complaint about this agreement or the Digital Marketplace Panel or you are unable to resolve a complaint with the buyer, you should email [marketplace@digital.gov.au](mailto:marketplace@digital.gov.au). We may either manage your complaint internally or refer your complaint to the relevant buyer to be managed within the buyer's organisation.

## **21. Alternative dispute resolution**

If a dispute arises:

- Between you and us in relation to this agreement or the Digital Marketplace panel, or
- Between you and a buyer in relation to a work order,

then the following process must be followed before you can commence court proceedings:

- The party claiming that a dispute has arisen must give the other party an email dispute notice setting out the details of the dispute.
- You must attempt to settle the dispute by negotiating with us or the buyer (as applicable) as soon as practicably possible.
- If the dispute has not been settled within 10 business days of the negotiations, either party may refer the dispute to a mediator who has been agreed on by both parties. Alternatively, you can refer the dispute to the chairperson of an accredited mediation organisation to appoint a mediator. In either case, mediation must commence within 15 business days of the referral to mediation.
- Each party will bear their own costs for dispute resolution. The costs of a mediator will be split evenly between the parties to the dispute.

If the dispute is not resolved after mediation, either party to the dispute may seek a remedy through the Australian Capital Territory courts.

## **22. Termination and suspension of Digital Marketplace**

We may, at any time, by prior written notice and without any liability to us:

- Terminate this agreement and remove you from the Digital Marketplace, for any reason; or
- Suspend you from the Digital Marketplace for a period of time that we reasonably consider necessary.

Circumstances in which we may remove you from the Digital Marketplace include:

- Your Digital Marketplace account has been inactive for at least 12 months; or
- You are subject to an insolvency event.

Circumstances in which we may suspend you from the Digital Marketplace include:

- We have received substantiated negative feedback; or
- You have failed to provide sufficient information to enable us to undertake a value for money assessment in relation to your areas of expertise.

Circumstances in which we may, at our discretion, remove or suspend you from the Digital Marketplace include:

- We consider that you are not providing the deliverables in accordance with this agreement, the Digital Marketplace Terms of Use, or the terms of a work order; or
- We have assessed you as not offering value for money in relation to your areas of expertise.

In case of your suspension from the Digital Marketplace, or the termination of this agreement, current work orders will continue unless terminated by the buyer.

You may terminate this agreement (but not any work orders) by email at any time by 20 business days' prior written notice to us.

## **23. Termination and suspension of work orders**

Without limiting any other rights or remedies the buyer may have, the buyer may terminate all or part of a work order effective immediately by giving email notice to you if you are removed or suspended from the Digital Marketplace or you breach a provision of this agreement or a work order where:

- The breach is not capable of remedy; or
- You fail to remedy the breach within 10 business days of receiving email notice requiring you to remedy the breach.

Without limiting any other rights or remedies the buyer may have, the buyer may terminate all or part of a work order for any reason, by giving at least 5 business days' notice by email. Unless otherwise specified in a work order, the buyer must pay:

- For deliverables accepted before the date of termination; and
- Any reasonable costs you incur that are directly attributable to the termination, provided you substantiate these costs to the buyer's satisfaction.

The buyer will not be liable for consequential loss

On receipt of the notice, you must stop work on the affected deliverables and follow any reasonable directions given by the buyer.

Without limiting any other rights or remedies the buyer may have, the buyer may terminate a work order if you are subject to an insolvency event. You must notify the buyer immediately if you are subject to an insolvency event.

## **24. Variation**

We may vary this agreement by giving you at least 20 business days' notice by email. You may terminate this agreement by written notice to us before the date when the variation is to come into effect if you do not wish to accept the variation.

The agreement applying to a work order is the agreement in place at the time the work order came into effect.

A buyer or seller cannot vary the terms of this agreement, however the terms applying to a work order will reflect the value, risk and complexity of the deliverables being delivered

and may be subject to additional terms agreed between the buyer and the seller in that work order.

Work orders can only be varied by written agreement between you and the buyer.

## **25. Waiver**

Any waiver by a party under this agreement or work order must be given by email and is effective only for the particular circumstance for which it is granted.

## **26. Assignment and novation**

You may not assign or novate your rights and obligations under this agreement without our prior email consent and in the case of any work order, the prior email consent of the buyer.

## **27. Survival**

The termination or expiry of this agreement for any reason will not affect or extinguish the terms which are intended to survive termination or expiry.

The terms intended to survive termination are as follows:

- Clause 6 – Seller obligations.
- Clause 8 – Intellectual property rights.
- Clause 16 – Confidentiality.
- Clause 17 – Privacy obligations.
- Clause 19 – Audit and access.
- Clause 21 -Alternative dispute resolution.

## **28. Notices**

A notice must be submitted by email and addressed to the recipient's contact person. You can change your contact person at any time by updating your seller profile on the Digital Marketplace, or for a work order, by giving email notice to the buyer.

## **29. Jurisdiction**

This agreement and any work order is governed by the laws of the Australian Capital Territory. Any court proceedings are subject to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

## **30. Definitions**

- "approved sellers" are members of the Digital Marketplace Panel.
- "agreement" means this Master Agreement.
- "area of expertise" means a defined set of skills, knowledge and experience which are the categories of the services you provide through the Digital Marketplace.
- "business day" means a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where an act is to be performed or where a notice is received. If a day on or by which an obligation must be performed or an event must occur

(other than providing the deliverables) is not a business day, the obligation must be performed or the event must occur on or by the next business day.

- "buyer" means an entity, registered as a buyer on the Digital Marketplace.
- "buyer data" means any data and information relating to or concerning the buyer, and its operations, facilities, customers, personnel, assets and programs (including personal information) in whatever form that information may exist and whether or not it is entered into, stored in, generated by or processed through software or equipment by or on behalf of the buyer.
- "commencement date" means the date you become an approved seller.
- "confidential information" means information that is by its nature regarded in law as confidential, and which is either:
  - Designated by a party as confidential.
  - Described in the work order as confidential.
  - Agreed in writing by the parties as confidential.
  - Known to be, or ought to be known to be, confidential by a party.
  - It does not include information that is, or becomes, public knowledge other than by breach of this agreement or a work order or any other confidentiality obligation.
- "conflict of interest" means financial or non-financial interests, or relationships, that could affect or be perceived to affect any aspect of your participation in the Digital Marketplace.
- "consequential loss" means any loss recoverable at law (other than arising in the usual course of things) including:
  - A loss of income or revenue.
  - A loss of opportunity or goodwill.
  - A loss of profits.
  - A loss of anticipated savings or business.
  - A loss of value of any equipment.
- "deliverable" means the provision of the services, products and order material specified in the work order.
- "DTA" means the Commonwealth of Australia represented by the Digital Transformation Agency.
- "Digital Marketplace" means processes or resources made available by the DTA to facilitate buyers procuring digital products and services.
- "entity" means a person, partnership, organisation, or business that has a legal and separately identifiable existence.
- "infringe" includes an act or omission that would, apart from the operation of section 163 of the Patents Act 1990 (Cth), section 100 of the Designs Act 2003 (Cth), section 183 of the Copyright Act 1968 (Cth), or section 25 of the Circuit Layouts Act 1989 (Cth), constitute an infringement of the right.
- "insolvency event" means the happening of any one or more of the following:
  - You cease, or take steps to cease, to conduct your business in the normal manner.
  - You enter into or resolve to enter into any arrangement, composition or compromise with or assignment for the benefit of your creditors or any class of them.
  - You are unable to pay your debts when they are due or you are deemed under the Corporations Act 2001 (Cth) to be insolvent.
  - A liquidator or provisional liquidator is appointed to you or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of your assets or undertakings.

- An application or order is made or a resolution is passed for your winding up
  - If you are an individual you are declared bankrupt, seek a composition of creditors, suspend payments or in any other way are deemed to be insolvent.
  - Any act or event having a substantially similar effect to any of these events
- "intellectual property rights" means the rights of a creator or an owner relating to copyrights, trademarks, patents, know-how, models, drawings, designs, specifications, inventions, prototypes and software, whether or not in material form, and any application or right to apply for registration of any of these rights.
- "law" means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
- "loss" means loss, damage, cost or expense (to any person or property) including consequential loss or indirect loss or any loss of profits, data or revenue.
- "material" means any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of intellectual property rights.
- "moral rights consents" means written consent or waiver to another party that would otherwise breach some or all of a creator's moral rights.
- "opportunity" means a buyer requirement that has been posted on the Digital Marketplace and may lead to the creation of a work order.
- "order material" means any material created by you as a result of performing your obligations under a work order, including any modifications.
- "our", "us" and "we" means the Commonwealth of Australia represented by the Digital Transformation Agency.
- "personal information" has the meaning given in the Privacy Act 1988 (Cth).
- "personnel" means, in relation to a party, any natural persons who are employees, officers, agents, contractors, subcontractors or professional advisers of that party.
- "product" or "products" means any item or items to be delivered or provided under a work order by you to a buyer, and may include, but is not limited to, software and digital products.
- "registered sellers" are not Digital Marketplace Panel members but have a profile, visible to buyers on the Digital Marketplace and can view opportunities. They cannot apply for opportunities but can request their assessment to become an approved seller is prioritised.
- "seller" means a business who offers their products or services on the Digital Marketplace.
- "services" means the work to be performed in specific areas of expertise as described in the work order.
- "software" means the programs, programming languages, and data that direct the operations of a computer system and includes any standard form documentation that is usually provided to customers with the software.
- "work order" means a contract formed between a buyer and a seller under this agreement for the provision of deliverables.
- "you" or "your" means the party specified as the seller and includes your personnel.

## 30. Interpretation

In this agreement, except where the contrary intention is expressed:

- The singular includes the plural and vice versa, and a gender includes other genders.
- Another grammatical form of a defined word or expression has a corresponding meaning.
- A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.
- A reference to A\$, \$A, dollar or \$ is to Australian currency.
- A reference to time is to Canberra, Australia time.
- A reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes.
- A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity.
- A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- The meaning of general words is not limited by specific examples introduced by including, for example or other similar expressions.

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