

1. Scope of Services

1.1 The Expert Witness ("Expert") agrees to provide independent, objective, and professional advice within their area of **Specialise Knowledge** to the Client in relation to legal proceedings or matters requiring expert opinion. Services may include report preparation, attendance at meetings, conferences, and court or tribunal appearances as specified.

2. Professional Standards

2.1 The Expert shall perform services in accordance with the **Expert Witness Code of Conduct**, relevant professional standards, and applicable laws and regulations, ensuring that their opinions are unbiased, evidence-based, and within their area of expertise.

2.2 The Expert is an independent contractor and not an employee, agent, or representative of the Client. Nothing in this agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture between the parties.

2.3 The Expert shall not assign or transfer any of their rights or obligations under this agreement without the prior written consent of the Client. The Client may assign or transfer its rights and obligations under this agreement to a third party upon written notice to the Expert.

2.4 The Expert shall disclose to the Client in writing any actual or potential conflicts of interest that may arise during the course of the engagement. The Expert shall not accept any engagement that would create a conflict of interest with their obligations under this agreement without the prior written consent of the Client.

3. Fees and Expenses

3.1 Fees for the Expert's services, based on an hourly rate, along with any additional expenses, will be agreed upon in advance. The Client is responsible for prompt reimbursement of agreed-upon expenses.

4. Intellectual Property

4.1 All intellectual property rights in reports, documents, or other materials prepared by the Expert in the course of providing services shall remain the property of the Expert. The Client shall have a non-exclusive, non-transferable licence to use such materials solely for the purpose of the matter for which the Expert was engaged.

4.2 The Expert shall treat all information received from the Client as confidential and shall not disclose such information to any third party without the prior written consent of the Client, except as required by law or by any court or regulatory authority. The duty of confidentiality shall continue after the termination of this agreement, except in relation to information that becomes public knowledge other than through any breach of this agreement by the Expert.

4.3 Nothing in 4.1 or 4.2 will prevent the Expert from informing the academic or forensic community of notable findings through the publication of peer reviewed articles and/or case summaries.

5. Liability Limitation

5.1 The Expert's liability for any loss or damage resulting from their advice or services is limited to the fees paid by the Client for the services provided, except in cases of negligence or willful misconduct by the Expert.

5.2 Neither party shall be liable for any failure or delay in performing their obligations under this agreement due to circumstances beyond their reasonable control, including, but not limited to, acts of God, war, terrorism, civil unrest, labour disputes, governmental actions, pandemic or public health emergencies.

5.3 The Client agrees to indemnify and hold harmless the Expert from and against any claims, liabilities, damages, or expenses, including legal fees, arising out of or in connection with the Expert's services, except where such claims, liabilities, damages, or expenses are due to the Expert's negligence or willful misconduct.

6. Governing Law

6.1 This agreement is governed by the laws of Australia and is subject to the exclusive jurisdiction of the courts of Australia.

6.2 If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to substitute a valid, legal, and enforceable provision that achieves the original intent of the parties.

7. Definitions

7.1 In this agreement –

Expert - means RHEM Labs or authorised agent of RHEM Labs.

Expert Witness Code of Conduct - has the same meaning as any relevant expert unified code of conduct as specified in legislation in the jurisdiction the matter is to be adjudicated. Where no such code exists the intent of Part 11 of the Joint Criminal Rules 2022 (SA) will be used instead.

Specialised Knowledge - has the same meaning as section 79 of the Evidence Act 1995 (Cth).