ATTACHMENT A – GENERAL CONDITIONS FOR SERVICES

1 INTERPRETATION

1.1 In this Contract, unless the contrary intention appears, the term:

AEC	means the Commonwealth of Australia as represented by the Australian Electoral Commission;
AEC Material	means any Material owned by or licensed to the AEC at the commencement of this Contract;
AEC Personnel	includes the officers, employees, volunteers, agents, invitees and contractors of the AEC;
AEC Returning Officer	means the person, the AEC appoints to assume the responsibilities of returning officer set out in paragraph 3;
Background Intellectual Property	means Intellectual Property: (a) owned by a party at the commencement date specified in clause 2.1 including any development of that Intellectual Property; (b) owned by a third party and licensed to a party for the purposes of the Contract; or (c) acquired or developed by a party (as evidenced by documentary evidence) independently of the Contract;
Ballot	means the conduct of a secret vote allowing eligible Voters to identify their preferred choice of presented options, including, but not limited to the acceptance or rejection of a workplace agreement;
Candidate	means a person standing for election;
Client	includes the officers, employees, volunteers, agents, invitees and contractors of the Client;
Client Material	means any Material provided by the Client to the AEC for the purposes of this Contract;
Client Representative	means the person the Client appoints to assume the responsibilities of client representative outlined in paragraph 4;
Confidential Information	means information that the parties agree in writing before or after the date of this Contract is confidential;
Contract	means this contract, comprising the documents listed in paragraph 1.1;
Contract	means all Material (other than Client Material) supplied, created or collected, or required to be supplied, created or

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Material	collected, as part of, or for the purpose of performing, the AEC's obligations under this Contract;
Declaration of Results	means a formal statement declaring the result of the ballot;
Election	means the conduct of a vote allowing eligible Voters to choose representatives;
Electoral Services	means the services set out at paragraph 2;
Fee	means the fee for the provision of Electoral Services by the AEC set out in the Letter;
Intellectual Property	includes all copyright, all rights in relation to registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
Letter	means the letter accompanying this Attachment A;
Material	includes information and the subject matter of any category of Intellectual Property rights;
Notice or Notify	means providing notification in accordance with the process set out at clause 10;
Offer	means the offer to provide the Electoral Services to the Client made in the Letter;
Period for Challenge	means the 13 month period commencing from the date the Declaration of Results is provided to the Client, during which the AEC Returning Officer will accept challenges to the result of the ballot;
Roll	means the list of Voters the Client provides to the AEC in accordance with clause 3.1;
Scrutineer	means a person appointed by a Candidate to observe the voting and counting of the votes;
Term of Contract	means the term of this Contract as set out in clause 2.1;
Voters	means all people entitled to vote at a Ballot or Election; and
Workplace Relations Laws	means any applicable workplace relations, occupational health and safety, and workers' compensation laws.

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1.2 Words and expressions appearing within brackets and inverted commas whether in the recitals or operative provisions are defined expressions that take their meaning from the context to which they relate.

1.3 In this Contract, unless the contrary intention appears:

(a) words importing a gender include any other gender;

(b) a singular word includes the plural and vice-versa;

(c) all references to:

(i) the AEC are references to the Australian Electoral Commission as constituted by the *Public Governance, Performance and Accountability Act 2013;*

(ii) currency are references to Australian legal currency and references to weights and measures are references to Australian legal units of weight and measurement; and

(iii) legislation are references to Commonwealth legislation unless indicated as legislation of the relevant State or Territory applicable in accordance with the circumstances;

(d) a reference to a:

(i) clause is a reference to a clause in this Attachment A and includes a reference to a subclause of that clause; and

(ii) paragraph is a reference to a part of speech equivalent to a clause in the Letter.

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2 TERM

2.1 This Contract will commence on the date the Client accepts the Offer and will expire on the date the AEC provides the Client with the Declaration of Results.

2.2 The AEC will provide the Declaration of Results to the Client, once satisfied that the count is complete.

3 CLIENT OBLIGATIONS

Provision of Client Material to the AEC

3.1 The AEC has introduced an IT portal which allows the electronic submission of data such as the list of voters/employees. The Client must use this facility by first submitting an account request to the AEC via the portal (AEC staff will assist with this process and answer any technical inquiries).

3.2 The details of Voters must include:

(a) Given Names;

(b) Surname;

(c) Postal Address;

(d) Suburb;

(e) State;

(f) Postcode; and

(g) Other details advised in writing by the AEC from time to time.

Providing Voters with Notification of Ballot/Election

3.3 Subject to written agreement the AEC will provide this Electoral Service to the Client for a Fee, otherwise the Client must provide Voters with the notification of the Ballot or Election, in accordance with paragraph 5 for Ballots and Elections within the agreed timeframe.

Candidates to Appoint Scrutineers

3.4 Within the agreed timeframe, the Client must invite:

(a) Candidates to appoint Scrutineers, in accordance with paragraph 5 where the Electoral Services comprise the conduct of an Election.

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Work Health and Safety

3.5 The Client must comply with its obligations under Workplace Relations Laws and must not by act or omission place the AEC in breach of its obligations under Workplace Relations Laws.

Access to Client premises

3.6 The Client must provide AEC Personnel with access to the Client's premises for the purposes of and to the extent necessary for the AEC to perform its obligations under this Contract.

3.7 The Client must comply with Workplace Relations Laws when providing AEC Personnel access to the Client's premises.

Public Liability insurance

3.8 Where AEC Personnel require access to the Client's premises to enable the AEC to perform its obligations under this Contract, the Client must obtain and maintain during the Term, public liability insurance for an amount not less than $2 million per occurrence or any higher amount the AEC reasonably requires.

4 PAYMENTS

Fees

4.1 The Letter sets out the Fee for the Electoral Services.

4.2 Upon request from the Client, the AEC will provide quotations for variations to the Electoral Services.

Taxes

4.3 The Client must pay all taxes, duties and government charges that relate to this Contract.

GST

4.4 The following terms have the meanings respectively given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth): consideration; GST; input tax credit; supply; taxable supply; and tax invoice.

4.5 The Fees and all other consideration for any supply made under this Contract are inclusive of any GST imposed on the supply.

4.6 When the AEC makes a taxable supply to the Client under this Contract, on receipt of a tax invoice from the AEC, the Client must pay without set-off an additional amount to the AEC equal to the GST imposed on the supply in question.

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4.7 No party may claim from the other party under this Contract any amount for which the first party may claim an input tax credit.

Invoicing

4.8 The AEC will submit a tax invoice to the Client for the Electoral Services after providing the Client with the Declaration of Results.

4.9 The due date for payment is 30 days after receipt of a tax invoice by the Client.

5 OBLIGATION OF THE AEC

5.1 The AEC accepts no responsibility in the provision of the Electoral Services for factors that are outside its immediate control.

5.2 The Client indemnifies and releases the AEC from any claim, liability, loss, costs and expenses, damage or injury incurred or suffered by the Client, including its officers, employees, agents and contractors, incurred in connection with this Contract, except to the extent it is caused or contributed by the wilful or negligent acts or omissions of the AEC.

5.3 To the extent permitted by law, the AEC's liability to the Client under this Contract is limited to resupplying the Electoral Services.

5.4 This clause 5 survives the expiration or termination of this Contract.

6 INFORMATION MANAGEMENT

Intellectual Property

6.1 Nothing in this clause 6 affects the ownership of Background Intellectual Property.

6.2 Intellectual Property in any AEC Material and Contract Material remains or will vest in the AEC.

6.3 The Client grants to the AEC a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit anywhere in the world the Background Intellectual Property in the Client Material and any customisation or enhancements thereof not owned by the AEC for the purpose of using the Client Material.

6.4 The AEC grants to the Client a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit anywhere in the world the Intellectual Property in the Contract Material and any customisation or

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enhancements thereof not owned by the Client, for the purpose of using the Contract Material.

Confidential Information

6.5 Neither party will disclose to any person other than the other party any Confidential Information relating to this Contract without prior approval in writing from the other party. A party is not in breach of this clause if disclosure is authorised or required by law, to necessary employees, or, in the case of the AEC, to the responsible Minister or in response to a request by a House or a Committee of the Parliament.

Personal Information

6.6 Where the AEC deals with personal information in respect of providing Electoral Services, the AEC will comply with the Australian Privacy Principles in the *Privacy Act 1988*.

7 NEUTRALITY

7.1 The Client must:

(a) respect the strict political neutrality of the AEC; and

(b) not associate the AEC in any way with any political activity that it undertakes.

8 TERMINATION

8.1 Subject to the parties rights in the event of a breach of this Contract, either party may by written Notice to the other terminate this Contract. If the Client terminates, it must pay the AEC for any costs incurred by the AEC to the date of the AEC receiving the Notice (but not to exceed the fee in clause 4.1).

9 NON EXCLUSIVE

9.1 Nothing in this Contract limits the AEC's right to enter into, or perform under, contracts with other customers, while this Contract is in force.

10 NOTICES

10.1 Notices, communications and requirements given under this Contract must be made in writing and delivered by prepaid postage, by hand, facsimile or e-mail to the relevant party at the address of the:

(a) AEC Returning Officer, if the AEC; or

(b) Client Representative, if the Client.

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10.2 A Notice, consent or other communication that complies with this clause 10 is regarded as given and received:

(a) if it is sent by mail:

(i) within Australia – three Business Days after posting; or

(ii) to or from a place outside Australia – seven Business Days after posting;

(b) if it is delivered or sent by facsimile, when the machine from which it is sent produces a report that states that it was sent in full (unless within 24 hours the addressee informs the sender that the transmission was received in incomplete or unreadable form); or

(c) if sent by e-mail, when the sender receives either a computer generated receipt notification of the delivery of the email or a personal acknowledgement from the addressee of the email.

11 ASSIGNMENT AND NOVATION

11.1 The Client must not:

(a) assign its rights; or

(b) novate its obligations;

under this Contract without prior written approval from the AEC.

12 UNFORESEEN EVENTS

12.1 If performance by the AEC of its obligations under this Contract is delayed or prevented due to circumstances beyond its control, then the AEC shall be excused performance of such obligation as long as the prevention or delay lasts.

13 APPLICABLE LAW

13.1 This Contract will be governed by the law in force in the place the Electoral Services are being performed by the AEC.

End of Attachment A

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