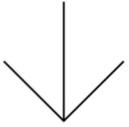
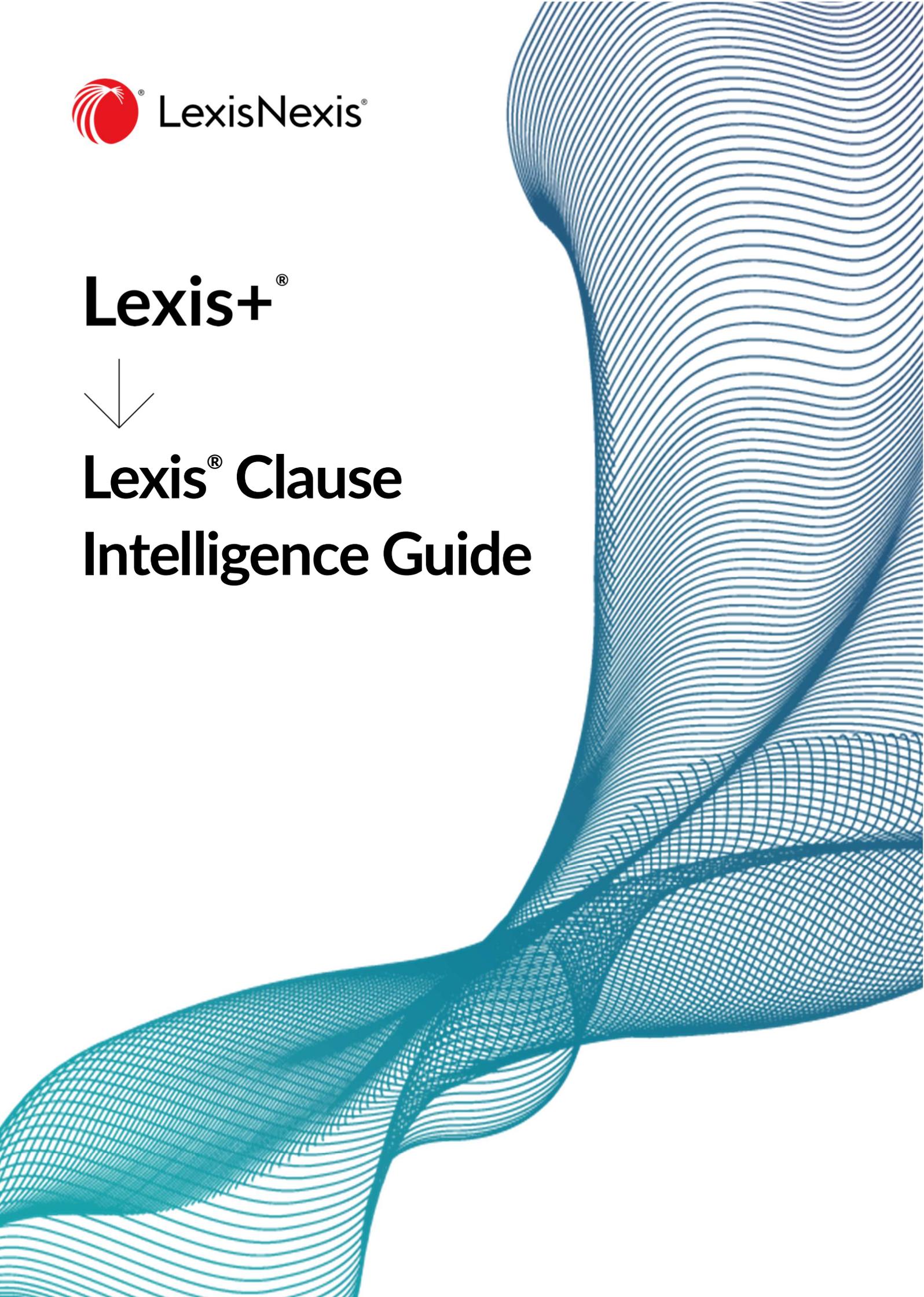




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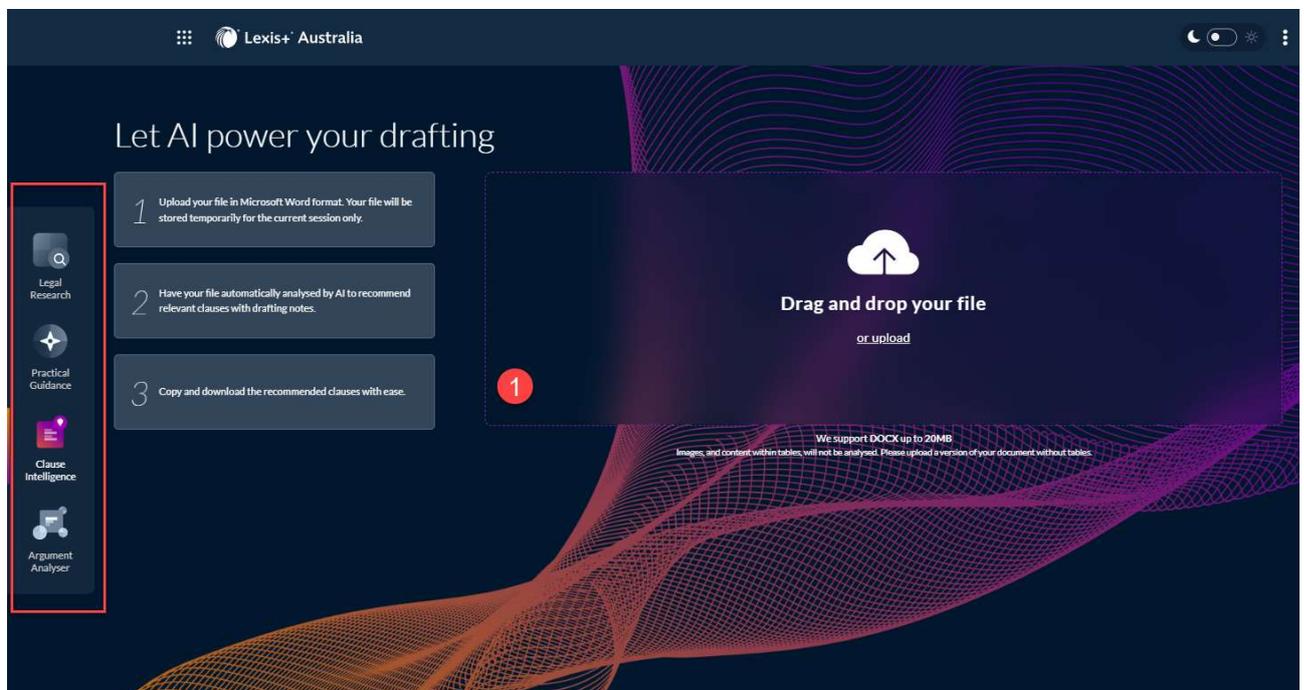
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Navigate directly to the source precedent of each recommended clause by clicking on the precedent title at the bottom of the clause text.

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(a) it had no knowledge of the offer fees of any other offeror; nor did it communicate with any other offeror in relation to its offer fee, or a price above or below which an offeror may offer (excluding any pricing advised by the Client), nor had it entered into any contract, arrangement or understanding with another offeror to the effect that the Consultant or another offeror would offer a non-competitive price, for the work under the Contract, at the time of submission of its offer;

(b) except as disclosed in its offer, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade, industry or other association (above the published standard fee) relating in any way to its offer or the Contract, nor paid or allowed any such money, nor will it pay or allow any such money;

(c) except by prior agreement with the Client, it has not paid or allowed any money or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other offeror for the services under the Contract, nor received any money or allowance from or on behalf of any other offeror relating in any way to its offer or the Contract, nor will it pay or allow or receive any money as aforesaid.

In the event of the Consultant paying or allowing any money in breach of this clause 2.6, the Client may deduct from payments to the Consultant an equivalent sum as an amount due from the Consultant to the Client, in addition to any other claim, demand, action or proceeding the Client may have against the Consultant (whether for damages or otherwise).

Without limitation, if the Consultant commits a breach of this clause 2.6, the Client may at its discretion terminate the Contract and claim damages for breach of contract.

### 3. RESPONSIBILITIES AND OBLIGATIONS OF THE CLIENT

#### 3.1 The Client must:

(a) pay the Consultant in accordance with the Contract;

(b) give or cause to be given to the Consultant, timely directions, decisions, approvals and Records sufficient to facilitate the provision of the Services by the Consultant; and

(c) provide the Consultant with such access to premises or sites of the Client as is reasonably necessary for the Consultant to carry out the Consultancy Services.

4 Recommended Clauses

### 4. PAYMENT OF FEES AND DISBURSEMENTS

4.1 The Consultant must provide the Services for the fees and any reimbursable expenses set out or referenced in the Annexure. All amounts quoted by the Consultant and accepted by the Client for the provision of the Services will be taken to be GST inclusive amounts.

4.2 In the case of expenses not described in the Annexure, such expenses will only be reimbursed if the Client's written approval has been obtained prior to the expense being incurred.

4.3 The Consultant may submit payment claims to the Client at times stated in the Annexure or if no times are stated, on a monthly basis, in the form of a tax invoice that complies with the provisions of A New Tax System (Goods and Services Tax) Act 1999 (Cth). The Consultant must provide sufficient detail to enable the Client to assess that the amount claimed is due and payable including the provision of any additional information reasonably requested by the Client.

4.4 The Client is only required to pay for Services carried out to the date of the claim for payment and in accordance with the Contract.

4.5 The Client must pay the amount claimed or such other amount it reasonably determines is due and payable, within 15 Business Days of receipt of a payment claim. Payments are on account only, are not evidence of the value of work completed, nor evidence that the Services have been performed satisfactorily. If the full amount claimed is not determined to be payable, the Client must provide reasons for determining such other amount.

4 Recommended Clauses

### 5. INTELLECTUAL PROPERTY

5.1 Title to and ownership of Intellectual Property Rights in all Contract Material vests in the Client upon its creation.

5.2 The Consultant retains the Intellectual Property Rights in any original ideas, equipment, processes or systems created outside the terms of the Contract and used in carrying out the Consultancy Services. The Consultant grants to the Client a royalty free non-exclusive irrevocable license to use such Intellectual Property Rights for any purpose for which the Services are provided.

5.3 To the extent that Intellectual Property Rights in or relating to the Contract Material are not capable of vesting in the Client because the Consultant does not own those Intellectual Property Rights, the Consultant must obtain an irrevocable, royalty free, worldwide, perpetual and transferable license for the Client, which may

LexisNexis Recommended Clauses for 3. RESPONSIBILITIES AND OBLIGATIONS OF ...

Select all Expand all Clauses

1 **9 CONFIDENTIAL INFORMATION\***

9.1 The Company owns all Confidential Information.

9.2 The Consultant undertakes to the Company that the Consultant will:

(a) hold, treat and maintain the Confidential Information in full confidence acknowledging it to be valuable property of the Company;

(b) take all steps as may be necessary to safeguard the confidentiality of the Confidential Information including maintaining electronic security...

Expand ▾ Copy

10.170 Consultancy Agreement ⓘ  
Current to October 2020 | M Dunham LLB (Tas) Legal Workshop (ANU) MSTC (Adel/Texas) | Intellectual Property Precedents

2 **14 RETURN PROPERTY**

When the Engagement ends, the Consultant must deliver to the Company:

(a) all property belonging to or leased by the Company or an Affiliate in the Consultant's control;

(b) the Consultant's electronic access codes.

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3 **3.4 Other Consultants**

The client has appointed the Consultants with whom the architect is required to co-ordinate the performance of the services in order to facilitate the expeditious completion of the project. It must be the function of the Project Manager to direct and integrate the services of all Consultants including the architect and the architect must comply with such directions from the Project Manager.

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70.6% Conditions of engagement of architect ⓘ