

PURCHASE ORDER TERMS AND CONDITIONS

- a. These terms and conditions apply above all others unless the Supplier and CQU University Australia (“**CQU**”) have entered into a prior written Agreement specifying the terms and conditions, which are to apply to the provision of the Goods or Services outlined in the Purchase Order.
- b. Where the Supplier and CQU have not entered into a prior written Agreement; the acceptance of the Purchase Order constitutes a legally binding obligation on the Supplier to be governed by the terms and conditions hereunder for the delivery of the goods and services outlined in the Purchase Order.
- c. No Supplier provided terms will govern the goods and services outlined in the Purchase Order without the explicit written acceptance of CQU.

DISCLAIMER

- a. CQU requires the provision of certain specific goods and services provided by the Supplier.
- b. The Supplier has fully informed itself on all aspects of the requirements and has represented that it has the requisite skills and experience to provide what is requested by CQU.
- c. CQU has agreed to engage the Supplier to provide the goods and services on the terms and conditions contained in this Agreement.
- d. This Agreement is not a legally bind obligation of future engagements, exclusivity, or minimum commitment.
- e. The Supplier shall comply with the requirements of all Australian and Local authorities’ laws and regulations affecting the provision of goods and services, pay all fees, give all notices, and obtain necessary consents.
- f. The absence of CQU Manager, tests or inspections does not relieve or release the Supplier from any liability contained in this Agreement or Australian and Local laws, regulations and best practices prevailing in Australia

CONDITIONS OF AGREEMENT

1. DEFINITIONS

- a. “Agreement” means the terms and conditions in writing between CQU and the Supplier for the delivery of goods and services; and in the absence of any other document is represented by the terms and conditions hereunder.
- b. “Practical Completion” means the goods and services are completed and delivered except for minor omissions and defects that will not (and the rectification of which will not) prevent or impair the normal use of the goods and services.
- c. “Consequential Loss” means: (a) indirect or consequential loss not arising as a natural consequence of a breach or other event giving rise to liability of a party; and (b) any loss of profits, loss of revenue, loss of any contract value, loss of goodwill, damage to reputation, loss of anticipated profit or damages for lost opportunity; and (c) loss of data, other than loss of data arising out of any obligation of the Supplier under with respect to hosting, storage, migration, conversion, cleansing or backup of data for CQU in providing the Services.
- d. “CQU Manager” means the person nominated by CQU. CQU Manager may appoint a representative.
- e. “Goods” or “Services” or “Product(s)” means the deliverables in accordance with this Agreement, and associated Purchase Order.
- f. “Local Law” or “Local Regulation” or “Local Legislation” means a law passed by a legislative body and intended to apply only to the area under its jurisdiction.
- g. “Delivery” means the completion of the physical operation of transferring goods and services to the destination defined in the Purchase Order.
- h. “Ethical Supplier Threshold” means the Ethical Supplier Threshold as defined in the Queensland Procurement Policy.
- i. “Purchase Order” means the document issued by CQU Financial Services Division which formally initiates the purchase.
- j. “Requirements” means CQU’s requirements for the provision of Good and Services as notified by CQU.
- k. “Specifications” for Goods means the Supplier’s published technical specification for those Goods or issued by CQU.
- l. “Tax Invoice” has the meaning given in the New Tax System (Goods and Services Tax) Act 1999.
- m. “Warranties” for Goods or Services means the warranties specified in this Agreement.
- n. “Warranty Period” for Goods means period of time specified by the Supplier at the time of purchase.
- o. “Personnel” means a person or persons employed by the Supplier.
- p. “Confidential Information” means all material, non-public, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation.

2. INTERPRETATION

In this Agreement so far as the context admits or requires:

- a. the singular includes the plural and the plural includes the singular;
- b. reference to a gender includes a reference to each other gender;
- c. reference to a person includes a reference to a firm, corporation or other incorporated or unincorporated body and their heirs, executors, administrators, successors and assigns, including trusts and other partnerships;
- d. reference to a statute, regulation or provision of a statute or regulation includes a reference to that statute, regulation or provision as amended or re-enacted from time to time.

3. EXECUTION

The Supplier shall deliver the goods and services in accordance with the Agreement and/ or the best practices prevailing in Australia. Unless otherwise provided, the Supplier is responsible for all things, including minor items not expressly mentioned in the specification and drawings, necessary for satisfactory delivery of the goods and services. The specification and drawings are mutually explanatory, and anything contained in one but not in another is equally binding as if contained in all. The Supplier shall comply with the requirements of legislation and public or other authorities, pay all fees, give all notices, and obtain necessary licenses, insurances, and consents.

4. ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not assign this Agreement, any part thereof, or any payment without the prior written approval of CQU. If requested, the Supplier shall notify CQU of the name and address of any subcontractor.

5. PROTECTION OF PERSONS AND PROPERTY

The Supplier shall take all measures necessary to protect people and properties, including the Goods and Services, avoid unnecessary interference with passage of people and vehicles, prevent nuisance, unreasonable noise and disturbance. If the Supplier damages any property, including the Goods and Services, the Supplier shall provide temporary protection for, and repair it at its cost.

6. TITLE AND RISK IN GOODS

- a. Risk in Goods passes to CQU on actual delivery to CQU.
- b. Title in Goods passes to CQU upon complete payment to the Supplier.

7. WARRANTIES; INTELLECTUAL PROPERTY

- a. The Supplier warrants that its performance hereunder and all Goods and Services delivered as a result thereof will be in conformance with all Australian laws, standards, rules, regulations and guidelines that apply to CQU including but not limited to those dictated by the Queensland Government. Supplier further warrants that each provision of this Agreement is enforceable in accordance with the laws of the Australian states where Supplier will be delivering the Goods and Services set forth in any related request.
- b. The Supplier warrants that its Goods and Services hereunder shall be of professional quality consistent with Australian standards and expectations for Goods and Services of a similar nature.
- c. The Supplier warrants that it has the right to enter into this Agreement and perform it and that its performance hereunder will not breach any other agreement by which it is bound.
- d. The Supplier warrants that all Services provided under this Agreement will comply with current Work Health and Safety legislation, including but not limited to:
 - i. The Work Health and Safety Act 2011 (Qld)
 - ii. The Work Health and Safety Regulation 2011 (Qld)
 - iii. Code of Practice How to Manage and Control Asbestos in the Workplace 2011 (Qld)
 - iv. Code of Practice How to Safely Remove Asbestos 2011 (Qld)
 - v. The Electricity Act 1994 (Qld)
 - vi. The Electrical Safety Act 2002 (Qld)
 - vii. The Worker's Compensation and Rehabilitation Act 2003 (Qld)
- e. The Supplier represents and warrants to CQU that no Supplier-created Product infringes any patent, copyright, trademark, trade secret or other intellectual or property rights of any third party, nor, to Supplier's knowledge, has any claim of such infringement been threatened or asserted, and no such claim is pending against the Supplier or, to the Supplier's knowledge, against any entity from which the Supplier has obtained such rights. The Supplier agrees to defend, indemnify, and hold CQU harmless from any claim, loss, or liability (including the costs, expenses, and reasonable attorneys' fees on account thereof) asserted against CQU based upon a claim that any product furnished by the Supplier hereunder directly infringes a patent, copyright, trademark, trade secret, or any other intellectual or property rights of any third party. The Supplier shall pay costs and damages finally awarded in any such suit, provided that CQU promptly notifies the Supplier in writing of any such claim (however, any delay in providing such notice shall not excuse the Supplier's obligations hereunder, except to the extent that the Supplier has been prejudiced thereby). At the Supplier's request, CQU will give the Supplier control of said claim and all reasonably requested assistance for defense of the same. In the event the Supplier defends any claim pursuant to this clause in its entirety, the Supplier agrees that it will not enter into any settlement that includes admission of liability or culpability on the part of CQU without CQU's express written consent, executed by an authorised representative.
- f. If the use or sale of any Product furnished hereunder is enjoined as a result of any such claim or suit, the Supplier, at its option and at no expense to CQU, shall:
 - i. Obtain for CQU the right to use the applicable Product, or
 - ii. Shall create or substitute an equivalent Product reasonably acceptable to CQU and extend this indemnity thereto, or

- iii. Shall accept the return of the Product and reimburse CQU all fees, remuneration and costs paid by CQU. This indemnity does not extend to any claim or suit based upon any infringement or alleged infringement of any proprietary right due to:
 - i. the alteration of any Goods by CQU, or
 - ii. the combination or use of any Goods by CQU with products unanticipated by the Parties, or
 - iii. the Supplier's creation of any Goods of CQU's sole design or formula.
- g. The Supplier represents and warrants that it conducts its business in a manner that is consistent with the Modern Slavery Laws.

8. WORK HEALTH AND SAFETY

- a. For the purposes of this clause: 'WHS' means the Australian Work Health and Safety Strategy and the Local Laws or equivalent regulations as amended from time to time; 'Regulation' means the Australian Work Health and Safety Strategy or the Local Laws or equivalent regulations, as amended from time to time; 'Workplace', 'Inspector', 'notifiable incident', 'Supplier', 'structure' and 'regulator' have the same meaning as in the Australian Work Health and Safety Strategy or the Local equivalent regulations.
- b. In relation to the work under this Agreement, the Supplier will:
 - i. Comply with and discharge all obligations imposed on the Supplier by the WHS, the Regulation and any other Local Laws or equivalent regulation in connection with health and safety including without limitation on a person who conducts a business or undertaking;
 - ii. Accept that it is the person having management and control of the workplace at which the work under this Agreement is being undertaken; and
 - iii. Discharge the duties of a person who conducts a business or undertaking under the Regulation.
- c. The Supplier will indemnify CQU against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, CQU as a result of or in connection with:
 - i. Any breach of this clause by the Supplier;
 - ii. Any breach by the Supplier of its obligations under the WHS, the Regulation or any other Local Laws or equivalent regulation in connection with health and safety;
 - iii. Any enforcement of obligations imposed on the Supplier under the WHS, the Regulation or any other Local Laws or equivalent regulations.
- d. If a notifiable incident occurs at the workplace at which the work under the Agreement is being undertaken, the Supplier must:
 - i. Immediately notify the regulator and CQU Manager of the notifiable incident;
 - ii. take all reasonably practicable steps to secure the area where the notifiable incident occurred until an inspector arrives at the area or any earlier time that an inspector directs.
- e. Without limiting any other obligation of the Supplier under this Agreement, the WHS, the Regulation or any other Local Laws or equivalent regulation, if material which might contain asbestos or other hazardous substance is discovered, the Supplier must:
 - i. Immediately notify CQU Manager; and
 - ii. Comply with all applicable obligations and restrictions imposed by the WHS, the Regulation and any other Local relevant regulation.

9. MODERN SLAVERY

- a. CQU is a reporting entity as defined in the Modern Slavery Laws. In the conduct of its activities, and in managing its supply chain, the Supplier and each of the Supplier's Personnel must not breach or cause CQU to be in breach of the provisions of the Modern Slavery Act 2018 (C'th).
- b. The Supplier warrants that, in performing its obligations under this Agreement, the Supplier and Supplier's Personnel:
 - i. shall hold themselves to the highest ethical standards;
 - ii. comply with the Modern Slavery Laws;
 - iii. will not engage in any activity, practice or conduct that would contravene the Modern Slavery Laws;
 - iv. do all things required or necessary to mitigate or reduce modern slavery risks in its operations and supply chains and remain compliant with the Modern Slavery Laws;
 - v. promptly notify CQU as soon as it becomes aware of a potential, suspected or actual breach by the Supplier or any of the Supplier's Personnel of the Modern Slavery Laws in connection with this Agreement;
 - vi. will cooperate in good faith with CQU in investigating circumstances relevant to any potential, suspected or actual breach of the Modern Slavery Laws; and
 - vii. will implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chains to ensure that there is no activity, practice or conduct that would contravene the Modern Slavery Laws in its supply chains.
- c. The Supplier represents and warrants that at the date of this Agreement:
 - i. the Supplier and the Supplier's Personnel have not been convicted of or committed any offence under the Modern Slavery Laws or been involved or connected with modern slavery and human trafficking, or are the subject of any investigation, inquiry or enforcement proceedings by any Authority or other governmental, administrative or regulatory body in connection with any offence or alleged offence under the Modern Slavery Laws;

- ii. the Supplier and the Supplier's Personnel will not engage in any activity, practice or conduct which may involve human trafficking, slavery and slavery-like practices, forced labour, the sale or exploitation of children, debt-bonded labour or other exploitative practices, either directly or indirectly; and
- iii. if the Supplier and/or the Supplier's Personnel are investigated, convicted of or commit any offence under the Modern Slavery Laws or are involved in or connected with modern slavery and human trafficking, or are the subject of any investigation, inquiry or enforcement proceedings by any Authority or other governmental, administrative or regulatory body in connection with any offence or alleged offence under the Modern Slavery Laws during the term of the Agreement, they will notify CQU in writing immediately.

10. ACCEPTANCE

If CQU rejects Goods in accordance with the Agreement or terminates the Agreement, the supplier must:

- a. In the case of Goods, immediately credit or refund to CQU the total of all amounts paid by CQU for the affected goods, and accept return of any of those Goods that have already been delivered to CQU; and
- b. In the case of Services, immediately refund to CQU that part of the Price prepaid (if any) for affected Services.

11. INDEMNITY

- a. EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (THE "INDEMNIFIED PARTY") AND ANY PARENT, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND AGENTS OF THE INDEMNIFIED PARTY AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, EXPENSES AND CAUSES OF ACTION RELATING TO PERSONAL INJURY, DEATH, BREACH OF INTELLECTUAL PROPERTY RIGHTS OR PROPERTY DAMAGE ARISING OUT OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY DUE, IN WHOLE OR SUBSTANTIAL PART, TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, THE INDEMNIFYING PARTY'S LIABILITY WILL BE REDUCED PROPORTIONATELY TO THE EXTENT THAT THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY OR ANY PARENT, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND AGENTS OF THE INDEMNIFIED PARTY CONTRIBUTED TO THE LIABILITY. EACH PARTY SHALL NOTIFY THE OTHER PARTY, PROMPTLY AND IN WRITING, OF ANY CLAIMS, DEMANDS OR SUITS FOR WHICH THE OTHER PARTY IS OR MAY BE RESPONSIBLE FOR HEREUNDER. THE RIGHTS AND RESPONSIBILITIES OF EACH PARTY UNDER THIS CLAUSE 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- b. The Supplier indemnifies CQU against any losses, liabilities, charges, costs or expenses, including but not limited to legal fees incurred by CQU or awarded against CQU resulting from any breach of the Modern Slavery Laws in relation to this Agreement.
- c. Subject to any other provision of this Agreement, neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party whether in contract, tort (including negligence) or otherwise in connection with this Agreement.
- d. Any provisions set forth in this Agreement that operate to limit damages shall not be applicable to any damages resulting from: 1) the indemnity contained at clause 11a.; 2) the gross negligence or serious or wilful misconduct of a Party; 3) infringement of the intellectual property rights of any third party; 4) violations of the confidentiality provisions of this Agreement; 5) the Modern Slavery provisions of this Agreement; or 6) to the extent that it cannot be limited at law.

12. PUBLIC LIABILITY INSURANCE

Before commencing work the Supplier shall have public liability insurance for an amount not less than five million dollars (\$5,000,000) or otherwise requested by CQU. The Supplier shall maintain such insurance for the duration of the Agreement and produce evidence of insurance if requested.

13. INSURANCE OF EMPLOYEES (WORKCOVER)

Before commencing work the Supplier shall insure against liability for death of or injury to personnel employed by the Supplier. Where the Supplier is a self-employed person, the Supplier shall maintain an equivalent insurance policy for itself. The Supplier shall maintain such insurance for the duration of the Agreement and produce evidence of insurance if requested. The Supplier shall ensure that every subcontractor is similarly insured.

14. MATERIALS AND WORKMANSHIP

- a. Materials and workmanship shall be as specified in the Agreement. Where not specified, they shall be suitable for purpose and consistent with the industry standard for the Goods or Services. Unless otherwise specified, materials shall be new. Workmanship shall be in accordance with manufacturer's recommendations or, if none, the relevant Australian Standard. Apart from any tests specified, CQU Manager may at any time direct that any materials or work shall be examined and/or tested.
- b. The Supplier shall comply with any direction by CQU Manager to remedy any work not in accordance with the Agreement within the period of time stipulated in writing by CQU Manager. If the Supplier fails to comply with such a direction to carry out rectification work within the time stipulated, CQU may have the rectification work the subject of the direction carried out by others at the Supplier's expense or may accept the work at a reduced value. CQU may deduct the cost of rectification work or reduced value from payments or recover the cost or reduced value as a debt due from the Supplier. CQU may deduct the estimated cost of rectification work from

payments until such time as CQU has incurred the cost of rectification.

15. TIME FOR COMPLETION

- a. The Supplier acknowledges that time is of the essence in effecting Delivery of Goods and /or Services.
- b. The Supplier shall conduct any Services to Practical Completion within the time stated on the offer form or within any extended time agreed in writing by CQU Manager.
- c. The Supplier is not entitled to an extension of time for delays caused by it at any time, except such delay arise out of causes beyond its reasonable control and without its fault or negligence ("Force Majeure").

16. DEFECTS LIABILITY PERIOD

The Supplier shall promptly rectify all defects and omissions notified to the Supplier during the period of six months from Practical Completion. If the Supplier fails to do so, CQU may have the omission or defect remedied by other persons and the cost so incurred shall be a debt due to CQU which may be deducted from payments.

17. VARIATIONS

These Purchase Order Terms may only be amended, changed, modified or expanded by notification and acceptance provided, in writing, and signed by both Parties.

18. PAYMENT

- a. Each month or as otherwise agreed, the Supplier shall give CQU Manager a payment claim supported by information CQU Manager may reasonably require.
- b. Payment shall consider the deduction of retention moneys (if any) and any other amount which CQU may be entitled to deduct, or which is due and payable by the Supplier to CQU whether under the Agreement, any other contract or independent of contract. If the moneys to be deducted are insufficient to discharge the liability of the Supplier CQU may have recourse to retention moneys.
- c. Unless otherwise agreed in the Purchase Order, the Supplier will only submit an invoice for payment once the Goods or Services have been fully delivered to CQU.
- d. Payment will be made within thirty (30) days of receipt of the claim.
- e. Payment is not evidence of the value of the Goods and Services delivered or that it has been done satisfactorily or an admission of liability but is payment on account only.
- f. Nothing in this Agreement shall oblige CQU to pay for Goods and Services that are not in accordance with the Agreement, or for materials not incorporated in the Goods and Services.
- g. Unless otherwise noted in the Purchase Order, all monetary values in this Agreement are in Australian Dollars.

19. DEFAULT

- a. Subject to clause 15, if the Supplier fails to deliver the Goods or commence the Services under the Agreement within the time stated for commencement, or fails to proceed with the delivery of Goods and Services at a reasonable rate of progress, or commits any substantial breach of the Agreement, CQU may, by written notice, require the Supplier to show cause by the date specified in the notice why CQU should not exercise a right under clause 19(b).
- b. If the Supplier fails to show reasonable cause by the date specified by CQU, then CQU shall have the power upon notice in writing to the Supplier to terminate the Agreement or suspend payment and take the Goods and Services remaining to be delivered wholly or partly out of the hands of the Supplier without prejudice to any rights of CQU under the Agreement or at common law.
- c. If the Supplier:
 - i. fails to hold a current license required to deliver the Goods and Services under the Agreement; or
 - ii. becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation; or
 - iii. enters into a debt agreement, a deed of assignment or a deed of arrangement under the Bankruptcy Act 1966, or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or
 - iv. has a receiver or a receiver and manager appointed, or a mortgagee goes into possession of any of its assets, CQU may, without giving a notice to show cause, exercise a right under clause 19 (b).
- d. In the event that CQU takes the Goods and Services out of the hands of the Supplier, CQU may itself or by means of other persons, complete the whole or any part of that Goods and Services and may without payment of compensation take possession of the constructional plant and other things on or in the vicinity of the site as are owned by the Supplier. If the cost incurred by CQU in completing the delivery of the Goods and Services is greater than the amount which would have been paid to the Supplier if the Supplier had completed the delivery of Goods and Services, the difference shall be a debt due from the Supplier to CQU; otherwise, any difference shall be a debt due from CQU to the Supplier.

20. DISPUTES

- a. Within 14 days of a dispute arising either party may refer it to CQU Manager. Within 28 days of receiving notice of dispute CQU Manager shall give its written decision. If CQU Manager fails to give the decision, or if either party is dissatisfied with it, the parties shall within 14 days of receipt of the decision, or the date upon which it should have been given, confer to

resolve the dispute.

- b. The validity, interpretation and construction of this Agreement shall be governed by the laws of the State of Queensland without regard to Queensland's choice of law provisions. Both parties agree that the courts of Queensland shall be the sole sites of venue for actions relating to this Agreement and they hereby consent to jurisdiction therein. The parties hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any litigation arising in connection with this Agreement. In the event that either party commences legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the
- c. non-prevailing party, reasonable attorneys' fees and costs, in addition to any monetary damages hereunder, at both trial and appellate levels.
- d. The Supplier shall, at all times during the term of this Agreement and any related Work, maintain available a legal representative with full authority to bind the Supplier and resolve any agreement arrangements or issues between CQU and Supplier.

21. GST

- a. Unless otherwise noted, any amount set out in a Work Order, Schedule 1 or Special Conditions is exclusive of GST.
- b. If the Supplier is registered for GST, CQU will pay the Supplier the GST amount at the same time as paying the Supplier.
- c. If the Supplier is not registered for GST, the Supplier must provide CQU with a Statement by Supplier. CQU will not pay the Supplier any GST amount when paying the Supplier.
- d. If, for any reason, including:
 - i. any amendment to the GST Legislation ("A New Tax System (Goods and Service Tax) Act 1999 (Cth)");
 - ii. the issue of a ruling or advice by the Commissioner of Taxation;
 - iii. a refund in respect of a supply made under the Agreement; or
 - iv. a decision of any tribunal or court,the amount of GST paid by CQU differs from the amount of GST paid or payable by the Supplier to the Australian Taxation Office, then CQU must issue an appropriate adjustment note and any difference must be paid to or by CQU accordingly.
- e. The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.
- f. The Supplier must remit any GST Amount(s) that CQU pays to you to the Australian Taxation Office as required by the GST Legislation.

22. CONFIDENTIAL INFORMATION

- a. If the Supplier collects or has access to Confidential Information in order to carry out the delivery of the Goods and Services under the Agreement, the Supplier must:
- b. Comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) (the "IPA") in relation to the discharge of its obligations under the Agreement as if the Supplier was CQU;
- c. Not use Confidential Information other than in connection with carrying out the delivery of the Goods and Services under the Agreement, unless required or authorised by law;
- d. Not disclose, or transfer outside of Australia, Confidential Information without the prior written consent of CQU, unless required or authorised by law;
- e. Ensure that its officers, employees, agents and subcontractors do not access, use or disclose Confidential Information other than in connection with carrying out the delivery of the Goods and Services under the Agreement;
- f. Ensure that its sub-contractors who have access to Confidential Information comply with obligations the same as those imposed on the Supplier under this clause;
- g. Fully co-operate with CQU to enable CQU to respond to applications for access to, or amendment of a document containing an individual's Confidential Information and to privacy complaints; and
- h. Comply with such other privacy and security measures as CQU may reasonably require from time to time.
- i. On request by CQU, the Supplier must obtain from its employees, officers, agents or sub-Suppliers carrying out the delivery of the Goods and Services under the Agreement, an executed deed of privacy in a form acceptable to CQU.
- j. The Supplier must immediately notify CQU on becoming aware of any breach of this Confidential Information clause.
- k. This clause will survive the termination or expiry of the Agreement.
- l. Nothing in this clause prevents CQU from disclosing information about the Supplier's compliance with the Ethical Supplier Threshold to other Queensland Government entities for inclusion in a register.

23. ENTIRE AGREEMENT

- a. This Agreement constitutes the entire agreement between the parties and, in relation to its subject matter, supersedes all previous agreements, arrangements and representations between the parties.
- b. No confirmation, shipment or delivery docket, invoice or other such document issued by or on behalf of the Supplier in relation to the Goods or Services will vary this Agreement.
- c. If there is any inconsistency between the documents which make up the Agreement, then the following will prevail in descending order of precedence:
 - i. the Purchase Order;
 - ii. the Purchase Order Terms and Conditions;
 - iii. any document incorporated by reference.