



CSIRO Purchase Order terms and conditions for supply of Goods and/or Services

Effective on and from 30 January 2026

1. Formation and duration of Agreement

- (a) These terms and conditions (**Terms**) apply to the supply of the **Goods** and/or **Services** identified in any **Purchase Order** which attaches or references these Terms, issued by the Commonwealth Scientific and Industrial Research Organisation (**CSIRO**) to the provider of those Goods and/or Services (**Supplier**).
- (b) These Terms together with the Purchase Order are the entire **Agreement** between CSIRO and the Supplier in relation to the supply of the Goods and/or Services. If there is inconsistency between these Terms and the Purchase Order, the Purchase Order prevails to the extent of the inconsistency. Unless otherwise indicated, capitalised expressions in this Agreement are defined in bold text when first used.
- (c) This Agreement starts on the date the Purchase Order is issued to the Supplier by CSIRO (**Commencement Date**) and ends when the parties have performed all their obligations under this Agreement (**Term**).
- (d) Any terms or conditions proposed by a Supplier, including those contained in any Supplier quotation, invoice, acceptance, acknowledgement of order, or other instrument, are deemed rejected by CSIRO and shall not be binding except through a variation agreed by CSIRO in writing and signed by an authorised representative of CSIRO, which expressly amends this Agreement.

2. Goods and Services

- (a) The Supplier agrees to provide the Goods and/or Services to CSIRO, and CSIRO agrees to purchase the Goods and/or Services from the Supplier.
- (b) The Supplier must:
 - (i) deliver all Goods and perform all Services at the time, place, and in the manner stated in these Terms and the Purchase Order;
 - (ii) pack, mark and label the Goods to ensure safe delivery and handling by CSIRO after delivery;
 - (iii) provide Goods which are new, unused, free from defects in materials and workmanship, of merchantable quality, and fit for their purpose;
 - (iv) perform the Services to the best of the Supplier's knowledge and expertise, with a professional degree of care, skill and diligence, and in accordance with CSIRO's reasonable directions;

- (v) comply with any description of, and requirements and/or specifications relating to, the Goods and/or Services as stated in the Purchase Order and in any offer, proposal or quotation provided by the Supplier to CSIRO in connection with the provision of the relevant Goods and/or Services;
- (vi) comply with all laws and standards applicable to the manufacture, transport and provision of the Goods and/or Services;
- (vii) ensure that it and any personnel it uses to perform this Agreement hold such licences, permits, authorisations, registrations and affiliations as are required by law, applicable professional bodies or this Agreement;
- (viii) keep CSIRO fully and regularly informed as to all matters affecting or relating to the Goods and/or Services; and
- (ix) ensure that all information provided to CSIRO, including in reports and documents provided to CSIRO, is correct, complete and not misleading.

3. Inspection and Acceptance of Goods and/or Services

- (a) CSIRO may at any time inspect the Goods, Services and/or how the Supplier is manufacturing or providing them to ascertain whether the Supplier is complying with the requirements of this Agreement. For this purpose, the Supplier must (at reasonable times and on reasonable notice) give CSIRO's representatives access to the premises at which the Supplier is performing this Agreement, and permit CSIRO to take copies of relevant records, provided in doing so CSIRO must not unreasonably delay or disrupt the Supplier's performance of the Agreement.
- (b) If at any time during the Term, or within 12 months after provision of the Goods and/or Services, CSIRO is not satisfied that the Goods, Services, any deliverables being provided as part of the Services, or any part of them (collectively, **Deliverables**), do or will conform with this Agreement, CSIRO may by written notice to the Supplier (a **Rectification Notice**):
 - (i) identify the Deliverables that CSIRO believes have not been, or are not being, satisfactorily provided or completed;
 - (ii) indicate what action the Supplier must take to rectify them; and
 - (iii) specify a reasonable time and date for completion of that rectification.
- (c) The Supplier must rectify the Deliverables as specified in the Rectification Notice at its own expense. If the Supplier fails to make such rectification to the reasonable satisfaction of CSIRO or within the timeframes required in the Rectification Notice, then without limiting the Supplier's obligations under this Agreement, CSIRO may:
 - (i) perform or engage another contractor to perform any necessary rectification works, complete the relevant Services, or provide the relevant Deliverables; and
 - (ii) recover any expense incurred in doing so as a debt due to CSIRO.
- (d) If a Rectification Notice requires the Supplier to remove Deliverables from CSIRO's premises, then unless CSIRO agrees otherwise in writing, the Supplier must remove them from CSIRO's premises promptly (and in no event later than 14 days from provision of CSIRO's notice), and the Supplier is responsible for all costs in relation to such removal and subsequent redelivery.
- (e) The Supplier acknowledges that payment by CSIRO and/or CSIRO's acceptance of any Deliverable is without prejudice to any right of CSIRO to require Supplier to rectify any issues with that Deliverable if it is subsequently found not to be compliant with the requirements of this Agreement.

- (f) If the Supplier's performance requires it to submit a sample of Deliverables for approval by CSIRO, the Supplier must not proceed to bulk manufacture those Deliverables until CSIRO has approved the sample.

4. Title and risk

- (a) Except as noted in clause 9.2(a), title in Deliverables passes to CSIRO when CSIRO pays for them.
- (b) Risk in Goods or other physical Deliverables passes to CSIRO on delivery. If Deliverables are to be removed from CSIRO's premises under a Rectification Notice, risk in those Deliverables reverts to the Supplier on actual removal or elapse of the removal period specified in clause 3(d), whichever occurs first.

5. Subcontracting and Representatives

- (a) **Representative** of a party means an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or subcontractor of that party.
- (b) The Supplier must upon notice and at no additional cost to CSIRO, remove and promptly replace any of its Representatives performing this Agreement if in CSIRO's reasonable opinion they have failed to comply with the requirements of this Agreement, or have engaged in behaviour which is not consistent with the standards set out in CSIRO's Code of Conduct: <https://www.csiro.au/en/about/policies/code-of-conduct>.
- (c) The Supplier must not subcontract the performance of this Agreement without CSIRO's consent, which may be withheld or given subject to conditions. The Supplier remains liable for any subcontracted obligations, and must ensure any subcontractor complies with this Agreement as if it were the Supplier.

6. General Warranties

- (a) The Supplier warrants that:
 - (i) when title to a Deliverable transfers to CSIRO, CSIRO will receive good and unencumbered title to that Deliverable;
 - (ii) it has the necessary rights to vest the **Intellectual Property** and grant the licences as provided for in clause 9 and that any use of the **Background IP, Third Party IP** and **Contract Material** (each as defined in clause 9) by CSIRO in accordance with this Agreement will not infringe any person's Intellectual Property, rights in respect of confidential information or moral rights (provided that, in respect of patent rights, the Supplier will not be in breach of this warranty if it has undertaken all reasonable steps, including searches, to ascertain if there is an infringement of patent rights);
 - (iii) if the Supplier is a trustee, it enters this Agreement personally and in its capacity as trustee and has full power and authority under the relevant trust instrument(s) to do so; and
 - (iv) neither it nor any of its Representatives have any actual or perceived conflict of interests, or anticipate such a conflict, relevant to the performance of this Agreement.
- (b) The above warranties are given on a continuing basis throughout the Term and the Supplier must notify CSIRO in writing of anything that may affect the ongoing validity of any of the warranties in this Agreement.

7. Payment and Invoicing

- (a) The price or fee specified in the Purchase Order is the only amount payable by CSIRO for the supply of Goods and/or Services and for their use, and (without limitation) covers all internal and third party costs that may be incurred by the Supplier in relation to the provision of the Goods and/or Services, including all taxes, charges, duties and disbursements (and any interest, charge, penalty, fee, fine or other amount of any kind assessed, charged or imposed on or in respect of any of the foregoing).
- (b) Unless stated otherwise, all amounts in this Agreement are inclusive of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Law)*). The Supplier warrants that, unless otherwise advised to CSIRO in writing, it is registered for GST. The Supplier will immediately advise CSIRO if the Supplier ceases to be registered for GST.
- (c) If a party (**GST Supplier**) makes a supply under or in relation to this Agreement in respect of which GST is payable, the recipient of the supply must pay to the GST Supplier an additional amount equal to the GST payable on the supply (if any). No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- (d) Unless otherwise agreed in writing with CSIRO, the Supplier may invoice CSIRO for the Goods and/or Services once they have been fully delivered to CSIRO and any Rectification Notices issued by CSIRO have been resolved in accordance with clause 3.
- (e) Subject to clause 7(d), CSIRO must pay for the Goods and/or Services within 20 days of the receipt of a correctly rendered invoice. An invoice will be correctly rendered if it:
 - (i) identifies, and is addressed in accordance with, the Purchase Order;
 - (ii) is, where explanation is necessary, accompanied by documentation substantiating the amount claimed; and
 - (iii) is, where required by Australian law, a valid Tax Invoice within the meaning of the GST Law.
- (f) CSIRO may withhold payment of any invoiced amount:
 - (i) that CSIRO disputes, until such dispute is resolved in accordance with this Agreement, or
 - (ii) in order to set-off any amounts owed by the Supplier to CSIRO whether under this Agreement or otherwise.
- (g) If CSIRO is required by law to deduct, or to withhold, from any payment to be made to the Supplier an amount on account of any tax or superannuation, or to meet any other statutory requirement, then CSIRO will:
 - (i) make the required deduction or withholding;
 - (ii) pay the appropriate government authority the full amount of that deduction or withholding in accordance with the relevant law;
 - (iii) deliver to the Supplier a copy of the receipt for that payment; and
 - (iv) pay the balance of the amount required to be paid to the Supplier under this Agreement (if any) and, in doing so, CSIRO will have fulfilled its payment obligations to the Supplier.

8. Force Majeure Events

- (a) A **Force Majeure Event** means an event that is beyond the affected party's reasonable control, including war, terrorism, natural disaster, declared pandemic or labour dispute not solely involving that party's Representatives, but not including: (i) lack of funds for any reason; or (ii)

any strike, lockout and / or labour disputes involving only the affected party or its Representatives.

- (b) A party is not liable for any delay or failure to perform its obligations under this Agreement if the delay or failure is caused by a Force Majeure Event, provided the non-performing party:
 - (i) gives written notice to the other party of the Force Majeure Event as soon as it becomes aware of it; and
 - (ii) uses reasonable endeavours to remedy the failure or delay to the extent possible, mitigate the impact of the failure or delay, and restart performance of its obligations as soon as possible.

9. Intellectual Property

9.1. Defined Expressions

- (a) **Background IP** means Intellectual Property of the Supplier that:
 - (i) is in existence at the start of this Agreement or is subsequently brought into existence other than as a result of the performance of this Agreement; and
 - (ii) is embodied in, or attached to, Deliverables, or is otherwise necessarily related to the functioning or operation of Deliverables.
- (b) **Contract Material** means any material (including Deliverables) and information created by or on behalf of Supplier for the purpose of performing its obligations under this Agreement. Examples may include physical items, software, databases, and reports.
- (c) Intellectual Property means:
 - (i) all rights in copyright, trade marks (including service marks), trade and service names, designs, circuit layouts, patents, inventions, discoveries, know-how and other protectable rights that may arise in respect of any scientific or technical information; and
 - (ii) all other proprietary rights or forms of protection of intangible property of a similar nature or having similar or equivalent effect to any of them, whether under international convention or otherwise,

that may subsist anywhere in the world, whether current or future, or registered (including applications, or the right to apply, for registration of any of the above) or unregistered.
- (d) **Third Party IP** means Intellectual Property of a person other than CSIRO or the Supplier.

9.2. Ownership and Use of Intellectual Property

- (a) The title to and ownership of Intellectual Property in all Contract Material will vest immediately upon its creation in CSIRO. To the extent that the Supplier owns any Intellectual Property in the Contract Material, the Supplier hereby assigns all of its right, title and interest in such Intellectual Property to CSIRO.
- (b) The Supplier retains ownership of its Background IP, but the Supplier grants to, or will procure for, CSIRO a perpetual, irrevocable, non-exclusive, world-wide, fee and royalty-free licence (including the right to sublicense) to use, reproduce, adapt, modify, communicate to the public and commercially exploit all Background IP, Third Party IP, the Supplier Confidential Information (and any material in which such Background IP, Third Party IP and/or Confidential Information is embodied) that is supplied to CSIRO pursuant to this Agreement (including in any Deliverables), for the purpose of CSIRO receiving the full benefit of the Deliverables, including making unrestricted use of the Contract Material and any associated Intellectual Property.

- (c) If any CSIRO Intellectual Property is made available to the Supplier in connection with the performance of this Agreement, the Supplier has a limited, non-exclusive licence to use that CSIRO Intellectual Property solely to the extent needed to perform the Agreement.
- (d) The Supplier must not use CSIRO's name or acronym in a manner that suggests that CSIRO endorses or is associated with Supplier's business, products or services. Supplier must not use any CSIRO trade mark or logo without CSIRO's prior written consent.

10. CSIRO Material

- (a) If CSIRO provides any material or information for the performance of the Supplier's obligations (**CSIRO Material**), the Supplier must:
 - (i) only use and transmit such CSIRO Material lawfully and in accordance with this Agreement;
 - (ii) keep the CSIRO Material safe and in its original state, except to the extent: (A) due to fair wear and tear or (B) the relevant degradation or destruction of the CSIRO Material is an agreed part of the Supplier's performance of the Agreement;
 - (iii) ensure the CSIRO Material is reasonably protected against loss, corruption, unauthorised access, use, modification, disclosure or other misuse;
 - (iv) not transfer the CSIRO Material outside of Australia without the prior written consent of CSIRO; and
 - (v) use encryption to ensure confidentiality and integrity of any CSIRO Material that is transmitted across any public network infrastructure.
- (b) On expiry or termination of this Agreement, or on written request from CSIRO, the Supplier must:
 - (i) immediately return to CSIRO all CSIRO Material;
 - (ii) if requested by CSIRO, destroy any copies of CSIRO Material in its custody or control; and
 - (iii) pay the cost of repair or replacement (at CSIRO's option) of any CSIRO Material that has been degraded or destroyed beyond the extent permitted by clause 10(a)(ii).
- (c) Notwithstanding the above, the Supplier may retain copies of CSIRO Material to the extent:
 - (i) needed for the Supplier to comply with its record keeping, reporting and regulatory obligations; or
 - (ii) the copies are stored in electronic back-up tapes or records maintained in the ordinary course of the Supplier's business that are not readily capable of search or destruction,provided in either case that the CSIRO Material is always treated as confidential to CSIRO.

11. Confidential Information

- (a) **Confidential Information** means all information disclosed in any form or medium that: (i) is designated by the discloser as confidential; (ii) is by its nature confidential; or (iii) the other party knows or ought to know is confidential, but does not include information that is or becomes public knowledge otherwise than by a breach of this Agreement or any other confidentiality obligation.
- (b) Each party must protect the Confidential Information of the other party and must not make it public, disclose it, or use it, except:
 - (i) to the extent needed to perform this Agreement;

- (ii) if required to do so by law or the rules of a stock exchange, or
 - (iii) as strictly required in relation to legal proceedings relating to this Agreement.
- (c) CSIRO may disclose the Supplier's Confidential Information:
- (i) to the responsible Minister or any Agency having authority over CSIRO;
 - (ii) for public accountability reasons including in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia; and
 - (iii) to the extent permitted by clause 9.2(b).

12. Access to CSIRO Premises and Systems

- (a) If the Supplier's performance of this Agreement requires attendance at any CSIRO premises (**CSIRO Premises**), CSIRO grants Supplier a non-exclusive, temporary and revocable licence to enter such CSIRO Premises, at times to be agreed with CSIRO, for the sole purpose of performing this Agreement.
- (b) While on CSIRO Premises Supplier must not interfere with the activities of CSIRO's Representatives or any third parties, must comply with the policies and procedures notified by CSIRO or displayed at the CSIRO Premises, and must comply with all lawful and reasonable directions given by CSIRO in relation to:
- (i) sign-in and visitor badge requirements;
 - (ii) which areas Supplier is permitted to enter;
 - (iii) health, safety and the environment;
 - (iv) use of any vehicles, equipment, materials or facilities; and
 - (v) security of the CSIRO Premises.
- (c) If the Supplier's performance of this Agreement requires access to any of CSIRO's IT systems or equipment (**CSIRO Systems**), if any software provided by the Supplier will interface with CSIRO Systems, or if the Supplier will obtain access to CSIRO's Systems for any reason:
- (i) the Supplier and its Representatives must comply with CSIRO's IT policies, which may be updated by CSIRO from time to time as reasonably required, including changes required by law;
 - (ii) if the Supplier or its Representatives are provided with an account to access CSIRO Systems, the Supplier must ensure the account details and passwords are securely maintained and used only for the purposes provided, by the individuals to whom they are issued; and
 - (iii) The Supplier must not, and must ensure that any software it provides does not: (A) allow unauthorised persons to have access to CSIRO Systems or any data processed or stored on CSIRO Systems; (B) attempt to access information of CSIRO or any third party except to the extent necessary for performance of this Agreement; (C) upload any material to the CSIRO Systems unless this is necessary for the performance of this Agreement and Supplier has the requisite rights or licences to do so; (D) upload to, store on, or transmit from the CSIRO Systems any unlawful or inappropriate material, such as material that is indecent, offensive, defamatory, discriminatory or extremist, or that is in breach of any laws including any laws governing copyright works or other IP rights; (E) transmit, transfer or export any data which may be subject to any laws, regulations or prohibition notices which prohibit the export, re-export, transfer or release of that data to sanctioned countries, territories, regimes, individuals or entities unless Supplier has obtained the necessary

export permit or official clearance to do so; (F) introduce any malicious computer programs or code (including computer viruses, trojan horses or worms) into the CSIRO Systems that may jeopardise the integrity of the CSIRO Systems or data stored on them; (vii) use CSIRO Systems in any way that may impair their availability or accessibility; or (G) attempt to override any security or protective measures embedded in the CSIRO Systems.

- (d) If the Supplier breaches this clause, CSIRO may:
- (i) revoke or suspend the Supplier's access to CSIRO Premises and/or the CSIRO Systems;
 - (ii) where appropriate, notify such breach or suspected breach to a relevant government authority with responsibility for administering laws, regulations or prohibitions which may have been broken; and/or
 - (iii) immediately terminate this Agreement.

13. Work Health and Safety

- (a) The Supplier must comply at all times with the *Work Health and Safety Act 2011* (Cth) as well as all State and local government laws and regulations on occupational health and safety.

14. Commonwealth requirements

14.1. Anti-Corruption and Fraud Control

- (a) The Supplier:
- (i) acknowledges that it, and its Representatives, are each a 'contracted service provider' for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (**NACC Act**);
 - (ii) must comply with any reasonable request, policy or direction issued by CSIRO, and otherwise cooperate with CSIRO in relation to any action taken by CSIRO, required or authorised by the NACC Act;
 - (iii) must, and must ensure that its Representatives, do not engage in fraud, and take all reasonable steps to prevent and detect fraud in relation to this Agreement; and
 - (iv) must notify CSIRO in writing immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to this Agreement, including by the Supplier or its Representatives.
- (b) If an investigation finds that the Supplier or its Representatives have breached this clause then, without prejudice to any other available remedy, Supplier must reimburse or compensate CSIRO for the cost of such investigation.

14.2. Privacy

- (a) In clauses 14.2 and 14.3, words or expressions defined in the *Privacy Act 1999* (Cth) (**Privacy Act**) have the meanings given in the Privacy Act.
- (b) If the Supplier deals with Personal Information under or in relation to this Agreement, the Supplier must:
- (i) only use that Personal Information for the purposes of performing its obligations under this Agreement;
 - (ii) not do any act or engage in any practice, and ensure its Representatives do not act or engage in any practice, that would breach an Australian Privacy Principle if done or engaged in by CSIRO, and must not do or omit to do anything that causes CSIRO to be in breach of an Australian Privacy Principle;

- (iii) only store and use Personal Information on Australian-based servers; and
 - (iv) if it becomes aware of any actual, alleged or possible infringement of its obligations under this clause (or the corresponding obligations of any of its Representatives), notify CSIRO in writing immediately and comply with any reasonable directions from CSIRO with respect to remedying that infringement.
- (c) If the Supplier knows or suspects an Eligible Data Breach has occurred in relation to any Personal Information obtained by the Supplier in connection with this Agreement, the Supplier must:
- (i) notify CSIRO in writing as soon as possible, which must be no later than within 3 days of becoming aware; and
 - (ii) unless otherwise directed by CSIRO, carry out an assessment in accordance with the requirements of the Privacy Act.
- (d) If the Supplier knows or suspects, or CSIRO notifies the Supplier, that an Eligible Data Breach has occurred in relation to any Personal Information obtained by Supplier in connection with this Agreement, the Supplier must:
- (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - (ii) unless otherwise directed by CSIRO, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (iii) take any other action reasonably directed by CSIRO.
- (e) In the event of an Eligible Data Breach by Supplier that potentially or actually results in public disclosure, of Personal Information, CSIRO will be entitled to recover from Supplier its reasonable costs of investigating the Eligible Data Breach.

14.3. Access to Supplier's premises, records and information

- (a) The Supplier must keep, maintain and audit adequate accounts, books and records, in sufficient detail to enable the amounts payable by CSIRO under this Agreement to be determined and verified.
- (b) The Supplier must grant CSIRO, its nominees and the Auditor-General access at reasonable times and on reasonable notice (except if there is a suspected breach of this Agreement, in which case no notice is required) to the Supplier's and its Representatives' premises and data, records, accounts and other material relevant to the performance of this Agreement, including in connection with a request made under the *Freedom of Information Act 1982* (Cth), however and wherever stored or located, in the Supplier's or its Representatives' custody, possession or control, for inspection and copying.
- (c) The Supplier must also provide CSIRO or its nominee relevant information (including Personal Information) relating to Supplier and its Representatives for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to this Agreement. When providing Personal Information under this clause, Supplier warrants it will have obtained the consent of or provided reasonable notification to the person whose information is being provided in accordance with the Privacy Act.

14.4. WGE Act

- (a) If the Supplier is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**), it must:
 - (i) comply with its obligations under the WGE Act;

- (ii) promptly notify CSIRO if it becomes non-compliant with the WGE Act or ceases to be a 'relevant employer' during the Term; and
 - (iii) provide CSIRO an updated letter of compliance with the WGE Act on each occasion it is obtained from the issuing authority.
- (b) The Supplier must not subcontract to any person that has been named by the Workplace Gender Equality Agency as not complying with the WGE Act, regardless whether CSIRO purports to approve such subcontracting.

14.5. Illegal Workers

- (a) The Supplier must ensure it and its Representatives do not engage any person to do work in connection with this Agreement who: (a) has unlawfully entered and remains in Australia; (b) has lawfully entered Australia but remains in Australia after the person's visa has expired; or (c) is working in breach of their visa conditions.

14.6. Regulatory change

- (a) If, and to the extent that, during the Term, any laws, regulations or Commonwealth policies that govern any aspect of this Agreement change, so as to make any aspect of this transaction unlawful or non-compliant, then the parties agree to modify this Agreement (including by executing a variation) to the extent reasonably necessary to accommodate the applicable legal, regulatory or policy change.

14.7. Inappropriate Persons

- (a) **Inappropriate Person** means any person or organisation listed on one or more of the following: (i) 'Regulation 8 Consolidated List' maintained by the Australian Government Department of Foreign Affairs and Trade (<https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>); (ii) 'List of Terrorist Organisations' maintained by the Australian government (<https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>); and/or (iii) the 'World Bank's Listing of Ineligible Firms and Individuals' posted at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>.
- (b) The Supplier represents and warrants, on the Commencement Date and on the dates of execution of any variation, that it is not, and none of its Representatives are:
- (i) an Inappropriate Person;
 - (ii) a member of an entity that is an Inappropriate Person; or
 - (iii) providing direct or indirect support, resources or assets (including any grant monies) to any Inappropriate Person.
- (c) The Supplier must not subcontract its obligations to an Inappropriate Person, regardless whether CSIRO purports to approve such subcontracting.

14.8. Commonwealth Supplier Code of Conduct

- (a) The Supplier must:
- (i) comply with, and ensure that its Representatives comply with, the 'Commonwealth Supplier Code of Conduct' currently published by the Commonwealth Department of Finance at <https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct>, as updated and/or relocated from time to time (**Code**) in connection with the performance of this Agreement; and

- (ii) immediately notify CSIRO on becoming aware of any breach of this clause, providing details of the breach, the date that the breach occurred, and details of the personnel involved.
- (b) Failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of this Agreement. Supplier agrees that CSIRO or any other Commonwealth agency or entity may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.

14.9. Use of AI Systems

- (a) In this clause:

AI System means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.

Prohibited AI System means any AI System(s) specified in a mandatory direction issued by the Secretary of the Department of Home Affairs under the Protective Security Policy Framework, prohibiting its use, as amended from time to time.

- (b) Where the Supplier intends to use an AI System for the provision of the Goods and/or Services, it must:
 - (i) notify the CSIRO prior to the provision of the Goods and/or Services with details of the proposed AI System technology and functionality relevant to the provision of the Goods and/or Services; and
 - (ii) obtain CSIRO's prior written approval for such use.
- (c) The Supplier warrants that a Prohibited AI System is not used in the provision of the Goods and/or Services, regardless of whether CSIRO purports to approve such system.

15. Insurance

- (a) The Supplier shall at all relevant times maintain the insurances specified in the Purchase Order or, if not specified, reasonably appropriate insurances in respect of any risks under this Agreement. The Supplier shall provide certificates of currency of such insurances upon CSIRO's request which will not be more often than once every 12 months.

16. Indemnity and liability

- (a) **Loss** means all loss, damage, liability, cost or expense and includes any legal costs on a full indemnity basis and any loss, damage, liability, cost or expense suffered or incurred or agreed to be paid by way of settlement or compromise.
- (b) The Supplier indemnifies CSIRO and CSIRO's Representatives for all Loss in relation to: (i) Supplier's and its Representatives' negligent, unlawful or wilful acts or omissions; and (ii) any breach or default of the Supplier's obligations or warranties under this Agreement.
- (c) Each party's liability to the other party for any Loss arising out of this Agreement is reduced to the extent that the other party contributed to the Loss.

17. Termination

- (a) CSIRO may terminate this Agreement at any time by giving reasonable written notice. Upon such termination, CSIRO is liable only for:

- (i) payments due to the Supplier for Goods and/or Services provided in accordance with this Agreement before the effective date of termination; and
 - (ii) reasonable costs actually incurred by the Supplier and directly attributable to the termination that the Supplier can substantiate to CSIRO's reasonable satisfaction,
but in no circumstance shall amounts payable under this clause oblige CSIRO to pay more in aggregate than the amount originally payable under the Purchase Order.
- (b) To the extent permitted by law, CSIRO may terminate this Agreement effective immediately by giving written notice if the Supplier:
- (i) breaches a material provision of this Agreement and the breach is not capable of remedy;
 - (ii) breaches any provision of this Agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
 - (iii) becomes Insolvent (as defined in clause 17(c));
 - (iv) undergoes a change in control which in the reasonable view of CSIRO would result in Supplier: (A) being controlled by or under common control with an Inappropriate Person (as defined in clause 14.7) and/or (B) being unable to materially perform its obligations under this Agreement; or
 - (v) by any act or omission, places CSIRO's information, assets or reputation at risk.
- (c) **Insolvent** includes: (i) ceasing to carry on business; (ii) being insolvent or an insolvent under administration; (iii) being in liquidation, administration or receivership; (iv) having a controller, receiver, liquidator or administrator appointed as defined under the *Corporations Act 2001* (Cth), (v) being declared bankrupt; (vi) assigning an estate for the benefit of creditors; (vii) being dissolved or wound up; or (viii) having something with the same or similar effect as described in paragraphs (i) to (viii) above happen under the laws of any jurisdiction.
- (d) Any purported termination under clause 17(b) that is found to be wrongful or otherwise invalid will be deemed to be a termination under clause 17(a).
- (e) If CSIRO has made any payment in advance to the Supplier for which it has not received the corresponding Goods and/or Services, the amount paid must be repaid by the Supplier to CSIRO immediately on termination and, if not repaid, becomes a debt.

18. Dispute resolution

- (a) If there is a dispute in relation to this Agreement, the parties must comply with this clause 18 before initiating legal proceedings. If a party does not comply with this clause 18 in relation to a dispute, the other party does not have to comply with this clause in relation to the dispute.
- (b) If a party believes a dispute has arisen in relation to this Agreement, that party must give written notice to the other party, adequately identifying and providing details of the dispute (**Dispute Notice**).
- (c) On receipt of a Dispute Notice, the parties must use their best efforts to resolve the dispute without delay, including by escalating the dispute to authorised representatives of the parties who have authority to resolve the dispute.
- (d) If the parties are unable to resolve a dispute in accordance with clause 18(c) within 30 days after receipt of a Dispute Notice, the parties must attempt to resolve the dispute through confidential mediation to be administered on a without prejudice basis by a mediator appointed by the Australian Disputes Centre (**ADC**), or by such other mediator as is agreed by the Parties. Such

mediation must be conducted in accordance with the ADC's mediation rules (or such other rules as the parties agree) and take place at a mutually agreed location.

- (e) If the parties are unable to resolve the dispute by confidential mediation, either party may commence legal proceedings at the conclusion of the mediation.
- (f) Any information or documents disclosed by a party under this clause 18 must be kept confidential and may only be used to attempt to resolve the dispute. Each party must pay its own costs of complying with this clause 18.
- (g) This dispute resolution procedure does not:
 - (i) prevent a party from applying to a court for urgent interlocutory or declaratory relief, or any relief to protect Intellectual Property or Confidential Information; or
 - (ii) apply to any dispute in relation to a set-off under clause 7(f) or termination by CSIRO under clause 17(b).
- (h) Despite the existence of a dispute, the Supplier must, unless directed by CSIRO in writing not to do so, continue to provide the Goods and/or Services.

19. Communications

- (a) A notice or other communication in relation to this Agreement must be in writing and delivered by hand delivery, express post or courier for Australian domestic mail, air mail for international post, or email, to (as applicable): (i) the Supplier at its address specified in the Purchase Order; or (ii) CSIRO at the 'Delivery' address specified in the Purchase Order. Any notice of a Claim against CSIRO must also be marked to the attention of the Chief Legal Officer, CSIRO.
- (b) A notice or communication provided under this Agreement takes effect when it is received (or at a later time specified in the communication) and is taken to be received: (i) if hand delivered, on delivery; (ii) if posted by express post or courier in Australia, on the first Business Day after posting; (iii) if posted to or from a place outside Australia, on the tenth Business Day after posting; or (iv) if emailed, at the commencement of the next Business Day unless the sender receives unless the sender receives an automated response indicating the email was not delivered to the addressee's domain specified in the email address. (**Business Day** means a day which is not a Saturday, Sunday, bank holiday or public holiday in the Australian Capital Territory).

20. Miscellaneous

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts of appeal from those courts.
- (b) A party and its Representatives are not, and must not represent themselves as, an employee, agent, partner or joint venturer of the other party.
- (c) Nothing in this Agreement prevents CSIRO from obtaining goods and/or services that are the same as or similar to the Goods and/or Services from any other supplier.
- (d) The Supplier may not assign or novate any of its rights under this Agreement without the prior written consent of CSIRO, which will not be unreasonably withheld.

- (e) This Agreement may only be varied in writing signed by the authorised representatives of both parties, and a provision of, or a right created under, this Agreement may not be waived except in writing signed by the party or parties to be bound.
- (f) Clauses 3 (Inspection and Acceptance of Goods and/or Services), 4 (Title and Risk), 9 (Intellectual Property), 10 (CSIRO Material), 11 (Confidential Information), 12(c) (Access to CSIRO Premises and Systems), 14.2 (Privacy), 14.3 (Access to Supplier's premises, records and information), 15 (Insurance), 16 (Indemnity and liability), 18 (Dispute resolution), 19 (Communications) and 20 (Miscellaneous) survive the termination or expiry of this Agreement, as do any other provisions that by implication from their nature are intended to survive termination or expiry of this Agreement.
- (g) Termination or expiry of this Agreement does not affect any accrued rights or remedies of a party.