Agreement for the Provision of Services 2025

Standing Offer by the *Victorian Academy of Teaching and Leadership* to Engage You as an Assessor for the *Victorian Aspiring Principal Assessment*

**Background**

1. The Academy wishes to engage, You, the Supplier to provide Services as either a Partner Assessor or a Lead Assessor for the Victorian Aspiring Principal Assessment, subject to the terms of this Agreement.
2. The mutual responsibilities of Partner Assessors and Lead Assessors are set out in the Roles and Responsibilities Table in section 2 (Services) of this Agreement.
3. The Academy hereby engages the Supplier and the Parties mutually acknowledge that it is their common intention to work together throughout the Term to continuously seek improvements in value, efficiency and productivity in connection with the provision of Services under this Agreement to the mutual benefit of both Parties.

**Parties**

**The State of Victoria** through the **Victorian Academy of Teaching and Leadership (ABN 52 705 101 522)**, a Public Entity established under section 2.6A.2 of the *Education and Training Reform Act 2006* (Vic)

of 603 Queensberry St, North Melbourne, Victoria, 3051

(the **Academy**)

and

**You (the Supplier) [#Supplier name] (ABN [#insert Supplier ABN (11 digits)]) a sole trader or corporation sole**

of [#Insert registered address]

(the **Supplier**)

The Contract Details are as follows:

1. Details

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| --- | --- |
| Academy representative | Name: [#insert] |
| Phone: [#insert] |
| Email: [#insert] |
| Supplier | Name: [#insert] |
| Phone: [#insert] |
| Email: [#insert] |
| Date of Agreement | Date that the last Party signs this Agreement |

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| 1. The Services and Deliverables   You are engaged by the Victorian Academy of Teaching and Leadership (the Academy) as an Assessor for the Victorian Aspiring Principal’s Assessment (VAPA Assessor). VAPA Assessors are expected to:  **Conduct assessments**   * Complete all relevant steps of assessor roles and responsibilities as explained by the Academy. * Conduct all assessment tasks online via the VAPA portal or other agreed Academy platforms within the total hours. For activities required by the Academy within the Training and meetings section in the below table, the Academy will inform the number of hours required prior to commencing the activity. * Consult with the Academy and receive VAPA Project manager approval via email, prior to commencing:   + assessments which require more hours than indicated above   + activities that are not contemplated by this Agreement. * Complete all relevant tasks within 5-12 weeks, depending on the candidate’s timeline, including:   + Onboard candidate.   + Assess, moderate and score candidate portfolio.   + Prepare for and conduct candidate interview.   + Moderation and finalisation of candidate scores. * Assess all assigned candidates by the Agreement Completion Date. * Declare any actual, potential or perceived conflicts of interest that may impact your engagement as a VAPA Assessor. * Commit to conduct your work in alignment with the Victorian Public Sector Values as outlined in section 7 of the *Public Administration Act 2004* (Vic).   **Work collaboratively with other assessors to ensure consistency of assessment and implementation fidelity**   * Partner with more than one assessor for the assessment of different candidates. * Follow processes as set out in the assessor induction guide consistently. * Attend all mandatory training.   **Notify your availability**   * As a VAPA Assessor, you should not commence an assessment if you are scheduled to take leave. * Inform the VAPA team via [vapa@education.vic.gov.au](mailto:vapa@education.vic.gov.au) at least 30 days prior if you anticipate needing to suspend the services for any reason (for example, planning holidays or vacation). You will advise 12 weeks in advance if you will be away for a period of time that will impact your delivery of the Services. * It is recommended that Victorian Public Service employees working in a full-time capacity do not apply to undertake services as a VAPA Assessor due to the time required to undertake this role, the substantial nature of the assessment process and the standard of delivery required.   **Follow administration and invoicing processes**   * Submit timesheets and invoices in Academy templates within 30 days of the service delivery in accordance with Academy processes and requirements. The Academy timesheet and invoice templates will be provided to VAPA Assessors upon their commencement. * contact the VAPA inbox [vapa@education.vic.gov.au](mailto:vapa@education.vic.gov.au) for any queries regarding your VAPA Assessor duties or activities.   ***Roles and responsibilities Table (Lead Assessors and Partner Assessors)***  You, the Supplier, will provide the Services in accordance with your role as either a Lead Assessor or a Partner Assessor as set out below and consistent with the Key Performance Indicators set out in Clause 3 further below. You will also be accountable for the Deliverables specified further below.   |  |  |  | | --- | --- | --- | | **Responsibilities** | **Lead Assessor** | **Partner Assessor** | | **Per assessment:** | * Up to 15 hours | * Up to 9 hours | | **Candidate onboarding:** | * Conduct candidate onboarding per the required VAPA process. * Schedule and meet the candidate. * Enter assessment timeline in VAPA system. | * Not required | | **Candidate assessment:** | * Assess the candidate portfolio against the VAPA framework. * Enter scores in the VAPA system. * Conduct all activities as required by VAPA framework including assessment against approved rubric and utilising approved framework methodology only. | * Assess the candidate portfolio against the VAPA framework. * Enter scores in the VAPA system. * Conduct all activities as required by VAPA framework, including assessment against approved rubric and utilising approved framework methodology only. | | **Candidate interview:** | * Prepare for and conduct the candidate interview utilising the required methodology. * Record notes as required. | * Prepare for and conduct the candidate interview utilising the required methodology. * Record notes as required. | | **Moderation and finalisation of candidate scores:** | * Meet as an assessment panel. * Moderate and finalise candidate scores based on portfolio and interview against VAPA framework. * Enter moderated scores in VAPA system. | * Meet as an assessment panel. * Moderate and finalise candidate scores based on portfolio and interview against VAPA framework. | | **Candidate outcome debriefing:** | * Conduct candidate outcome debriefings (1 x professional practice, 1 x Emotional Intelligence) including feedback on developmental opportunities per VAPA framework. | * Not required. | | **Stakeholder communication:** | * Primary contact and liaison for candidate. * Liaise with assigned VAPA Quality Assurance and Development Lead regarding candidate progress and escalation of queries or identified departure from framework process. | * Liaise with assigned VAPA Quality Assurance and Development Lead regarding candidate progress and escalation of queries or identified departure from framework process. | | **Training and development:** | * Attend all mandatory training and moderation activities, including moderation and huddle meetings. * Complete all mandatory eLearning modules. * Engage in feedback sessions with Quality Assurance and Development Leads. * Participate in other activities as may be reasonably required, including surveys and information gathering exercises intended to review, validate or improve the VAPA framework and process. * Maintain accreditations as required, such as to the Genos Emotional Intelligence framework. | |   **Deliverables**  As a VAPA Assessor, you will be responsible for the following Deliverables. Given that candidates engage in the VAPA at any time of the calendar year, the Deliverables are not associated with certain times of the calendar year. Instead, the timeline for Deliverables 1 though to 4 is expected on average to occur within five weeks of the candidate’s initial application, noting this timeline may be extended should the candidate be unresponsive throughout the assessment. The following table outlines the Deliverables and the expected timeframe for assessors to complete the assessment requirements.   |  |  |  | | --- | --- | --- | | **Assessor Deliverables** | **Lead Assessor** | **Partner Assessor** | | **Deliverable 1:**  Onboard candidate: | Week 1  Within 5 business days of their initial application having been accepted by the Academy VAPA team | Not required | | **Deliverable 2:**  Assess and score candidate portfolio | Week 2  Within 5 business days of completion of the candidates onboarding | | | **Deliverable 3:**  Prepare for and conduct candidate interview | Week 3 – 4  Within 5 business days of the initial assessment and score of the candidate portfolio | | | **Deliverable 4:**  Moderation and finalisation of candidate scores | Week 5  Within 5 business days of the candidate interview. | | | **Deliverable 5:**  Training and meetings | As required.  Note: Assessors will receive notification one-month prior to any training.  Note: Key meetings (such as Huddles and Quarterly Assessments) are on a recurring calendar throughout the calendar year, and these will be provided to Assessors upon engagement) | |   **The Services continued - Additional Conditions**  **(i) Contract Data**  For the avoidance of doubt, the Services and Specification do not involve *Contract Data* as defined (i.e. spreadsheets, databases, surveys or the collection of personal information is not an element of the Services). Except for the personal information included in this Agreement in the Details (above), no personal information will be exchanged, collected, used, or handled as part of the Services. The parties agree by mutual consent to public disclosure of the personal information contained in the Details (above).  **(ii) Insurance**  The Supplier warrants that they hold the following insurances and have presented their certificate of currency to the Academy:  Professional Indemnity Insurance from $1 million up to a value of $5 million for the Term.  **(iii) Branding Requirements**  The Supplier will comply with the Academy’s Branding Guidelines (a website url or copy of which will be provided to the Supplier).  **(iv) Refrain from Using Artificial Intelligence Tools**  The Supplier must not use, transfer, analyse or make available any information disclosed under or in connection with this Agreement within any form of Artificial Intelligence (AI) or AI Tools (for example, ChatGPT) without written authorisation from the Academy. The Supplier warrants ongoing compliance with this condition for the Term of the Agreement. |

1. Key Performance Indicators and Expectations

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| **Indicator to be measured** | **Measure to be used** | **Result to be achieved** | **Measurement period** |
| Timeliness | Adherence to timelines as outlined in the VAPA Assessor Handbook. | Responsibilities delivered on time for no less than 100% of the time. | As per the published timelines in the VAPA Assessor Handbook. |
| Issue Resolution | Resolution of issues arising from provision of services - acknowledged within 24 hours of issue being raised and addressed within 10 business days. | 90% of issues identified have been resolved within 10 business days. | Acknowledged within 24 hours of issue being raised and addressed within 10 business days. |
| Customer service and stakeholder collaboration | Time taken to respond to verbal and written correspondence between the Academy and the assessor. | 100% of verbal and written correspondence between the Academy and the assessor are acknowledged within 2 business days of receipt.  100% of meeting actions are actioned within specified timeframe.  100% of timesheets and invoices are compliant with Academy processes, timelines and requirements. | Within 2 business days of initial correspondence.  Timesheets and invoices provided monthly. |
| Monitoring | Meetings  Agenda to be distributed 2 business days prior to meeting date.  Minutes to be distributed within 5 business days post meeting date. | Agenda to be provided for all meetings.  All meetings between the assessor and the Academy to be minuted.  90% of meetings with the Academy are attended, or >24 hours’ notice provided if unable to attend.  All meetings with the Academy adhere to the Academy’s value norms and all required discussion points actioned as agreed. | The Academy will provide the agenda 2 business days prior to meeting date.  The Academy will provide the minutes within 5 business days post meeting date. |
| Quality Delivery | High quality assessment delivery. | 100% of provided templates and tools are used to support consistent and equitable provision of the VAPA Assessment.  100% of all documentation completed and submitted according to Academy requirements.  100% attendance at all mandatory training and moderation activities, including moderation and huddle meetings. | Throughput Service Agreement period. |
| Service Provision | Availability for assignment as VAPA Assessor for 40 weeks of the calendar year. Services delivered in accordance with this Agreement.  Conduct all assessment tasks online within the total hours agreed. | VAPA Assessors to provide >12 weeks notice of an extended period  (more than 2 weeks) of unavailability.  Services delivered as per the Agreement for no less than 99% of the time. | Throughout Service Agreement period. |

1. Payment Terms (Rates)

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| 1. Assessment rate per hour (Exclusive of GST) to be invoiced in accordance with the number of hours and timesheets submitted and not to exceed: 2. 9 hours per assessment for Partner Assessors; or 3. 15 hours of assessment for Lead Assessors per candidate. 4. Training rate per hour (Exclusive of GST) to be invoiced in accordance with the number of hours and timesheets submitted for training/conferences/meetings.   **Travel and Accommodation**  All travel and accommodation requests must be pre-approved in writing by the Academy. Some incidental travel may be required for training and/or conferences to be advised by the Academy. If so engaged/approved, the Academy will apply the relevant ATO principles to any assessment.  **Note:** As a VAPA Assessor you may be engaged for up to 12 Lead and 12 partner assessments per year as evidenced with timesheets and approved in writing by the Academy. You may also expect up to and not exceeding 60 hours of meetings, training and/or development per annum as determined by the Academy.  *Incidentals* means expenses that are minor but necessary expenses associated with required travel for the delivery of the services – for example, a car parking fee, bus ticket or a charge for using the phone or internet for work-related purposes at your overnight accommodation: (See [Overnight travel expenses | Australian Taxation Office](https://www.ato.gov.au/individuals-and-families/income-deductions-offsets-and-records/deductions-you-can-claim/cars-transport-and-travel/overnight-travel-expenses-and-allowances/overnight-travel-expenses)) |

1. Term and Completion Date

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| Under this Agreement You will be engaged for up to 2 years until 31 December 2027 (Completion Date) or as notified in writing by the Academy. The Academy may offer up to two additional Agreements with Terms of up to 1 year, in its sole and absolute discretion, to be confirmed in writing at least one month prior to the Completion Date of each iterative Agreement for a total duration of no longer than 4 years in total (2026-2029). |

1. Terms and Conditions
   1. The Services must be supplied in accordance with the Conditions set out at Attachment 1 of this Agreement.
   2. Capitalised terms in these Contract Details that are otherwise undefined have the meaning given in:
      1. the **Conditions** set out at Attachment 1; or
      2. the **Services and Specification** set out in the Contract Details above

with the meaning in the Conditions to take precedence to the extent of any inconsistency.

**Executed** as an Agreement

**Signed** by a duly authorised officer of the **Victorian Academy of Teaching and Leadership** for and on behalf of the **STATE OF VICTORIA** (ABN 52 705 101 522) who by signing this Agreement using an electronic signature acknowledges that, on signing using that method, the authorised officer is signing on behalf of the Academy which will be bound by the Agreement:

|  |  |
| --- | --- |
|  |  |
| Signature of authorised officer | Name of authorised officer (print) |
|  |  |
| Date | Position of authorised officer |

**Signed** by [**#insert name**] **(ABN)** a sole trader or corporation sole who consents to entering into the Agreement using an electronic signature and acknowledges that, on signing using that method, they are bound by the Agreement:

|  |  |
| --- | --- |
|  |  |
| Signature of Supplier | Date |

1. Provision of Services

This Agreement commences on the Date of Agreement and ends on the Completion Date, unless terminated earlier in accordance with its terms.

The Supplier must provide the Services to the Academy in accordance with these Conditions, and must:

* + 1. complete the Services by the Completion Date and any other dates for delivery specified in the Contract Details;
    2. provide the Services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
    3. ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
    4. act in good faith and in the best interests of the Academy;
    5. provide any and all plant, equipment, tools or other equipment necessary for the performance of the Services and all such equipment must be properly maintained and be appropriate for the purpose for which it is intended to be used;
    6. comply with the Academy’s and the State’s policies and procedures (as notified or made available to the Supplier from time to time) including any evaluation by a third party, if requested by the Academy;
    7. provide the Services to a standard that reaches the KPIs;
    8. obtain the Academy’s prior written consent before using any person who is or has been employed by the Academy to provide the Services;
    9. if requested by the Academy, remove and replace any person it is using to provide the Services; and
    10. notify the Academy:
        1. if any person that it is using to provide the Services has engaged in, or is reasonably believed to have engaged in, fraud, collusion or improper, dishonest or corrupt conduct in connection with this Agreement or in any other dealings with the Academy; or
        2. of any other matter relevant to this Agreement including if the Supplier becomes aware of any breach of this Agreement.

1. Price for the Services
   * 1. The Rates or Fees applicable to the Services set out in the Contract Details are fixed and are inclusive of:
        1. all costs incurred by the Supplier in the provision of the Services; and
        2. all other taxes payable in connection with the Services (excluding GST).
     2. Expenses may only be charged in accordance with the Contract Details.
2. Termination

The Academy may terminate the Services:

* + 1. Immediately by giving notice to the Supplier in the event the Supplier fails to comply with clauses 11.1, 11.2, 11.3, 11.4, 11.5, 12.1, 12.5, 12.6. 12.7; or
    2. At any time without cause by giving written notice to the Supplier who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Services. The Academy must pay all reasonable amounts due in accordance with clause 2 for all work performed by the Supplier up until termination (but not any loss of prospective profits).

1. Invoicing and payment
   * 1. The Supplier must submit to the Academy a tax invoice in respect of the Services once they are completed, or at such other time or times as agreed by the parties. A tax invoice submitted for payment must contain the information necessary to be a tax invoice for the purposes of the GST Act together with such other information as the Academy may reasonably require and be sent to the address specified in the Contract Details.
     2. The Academy will pay the invoiced amount within 10 business days of receipt of an accurate invoice and once the Academy is satisfied the Services have been provided as required under this Agreement. However, if the Academy disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Supplier of the amount the Academy believes is due for payment. The parties will endeavour to resolve any such dispute.
     3. Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Agreement but must be taken only as payment on account.
     4. The Academy will, on demand by the Supplier, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic).
2. Failure to perform
   * 1. Without limiting any other available remedy, if the Supplier fails to provide any of the Services in accordance with the Agreement and to the reasonable satisfaction of the Academy, the Academy will not be required to pay for those Services (until they are provided correctly) and may require the Supplier to remedy any default or re-perform the Services within the time specified in a notice (which must be reasonable having regard to the nature of the Services).
     2. If the default referred to in clause 5(a) is not capable of being remedied or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, the Academy may either have the Services remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by the Academy in doing so.
3. Warranties

The Supplier warrants to the Academy that:

* + 1. (**Purpose**) where the Academy has, either expressly or by implication, made known to the Supplier any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result; and
    2. (**Conflict**) the Supplier, and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement.

1. Liability
   * 1. The aggregate liability of the Academy to the Supplier in connection with this Agreement is limited to no more than the total Fees paid or payable to the Supplier under this Agreement.
     2. The Supplier indemnifies the Academy and its Personnel (each an **Indemnified Party**) against any loss, damage, claim, action or expense (including legal expense) which any Indemnified Party suffers as a direct result of:
        1. any failure to provide the Services in accordance with these Conditions or any other breach of the Agreement;
        2. any wrongful, fraudulent, unlawful or negligent act or failure by the Supplier or any of the Supplier’s Personnel;
        3. any injury to, or death of, any person or any loss of, or damage to any property caused by or arising in connection with:
           1. the provision of the Services by the Supplier; and/or
           2. the entry into, and the activities undertaken on and in, the Academy’s premises by the Supplier or its Personnel;
        4. a breach of an obligation of confidence or privacy, whether under this Agreement or otherwise; or
        5. loss or corruption of Contract Data,

except to the extent that any such loss, damage, claim, action or expense is caused by the negligence or other wrongful act or omission of the Indemnified Party.

* + 1. Where applicable, the liability of the Supplier, in relation to the Agreement, is limited in accordance with the scheme approved under the *Professional Standards Act 2003* (Vic) and, where applicable, the *Treasury Legislation Amendment (Professional Standards) Act 2004* (Cth) (**Scheme**).
    2. Where a Scheme does not apply, the liability of the Supplier to the Academy in respect of any single cause of action in connection with this Agreement is limited (to the extent permitted by law) to an amount equal to ten times the fees charged or chargeable under the Agreement, up to a maximum of $20 million.

1. Intellectual Property Rights
   * 1. The Supplier warrants to the Academy that it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services.
     2. The ownership of any Contract Intellectual Property shall vest in the Supplier upon the time of its creation. The Supplier hereby irrevocably and unconditionally grants to the Academy, free of additional charge, a non-exclusive, worldwide, perpetual, transferable licence (including the right to sub-license) to use, reproduce, adapt, modify, publish, distribute and communicate any Contract Intellectual Property for any purpose except commercial exploitation.
     3. The Pre-Existing Intellectual Property of each party remains the property of that party or its licensors.
     4. Subject to clause 8(e), the Supplier hereby irrevocably and unconditionally grants to the Academy, free of additional charge, a non-exclusive, worldwide, perpetual, transferable licence (including the right to sub-licence) to use, reproduce, adapt, modify, publish, distribute and communicate the Supplier’s Pre-Existing Intellectual Property to the extent that the Supplier’s Pre-Existing Intellectual Property forms part of or is integral to, any works or other items created by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property, as part of the Academy carrying out its functions and for any purpose except commercial exploitation.
     5. The licence granted to the Academy in clause 8(d) is limited to use of the Supplier’s Pre-Existing Intellectual Property by the Academy for the purposes of the Academy and for no other purpose.
     6. To the extent that the provision of Services by the Supplier necessitates use by the Supplier of the Academy’s Pre-Existing Intellectual Property, the Academy grants the Supplier a non-exclusive, non-transferable licence to use, reproduce, adapt, modify, publish, distribute and communicate the Academy’s Pre-Existing Intellectual Property during the term of the Agreement solely for the provision of the Services.
     7. The ownership of Contract Data, including any Intellectual Property Rights, shall vest in the Academy upon the time of its creation. The Supplier irrevocably and unconditionally assigns to the Academy, including by way of an assignment of future Intellectual Property Rights, all of its Intellectual Property Rights in Contract Data on creation.
     8. The Supplier warrants that it has or will procure a written consent from all necessary authors to the Academy exercising its rights in the Contract Data or Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals. The Academy agrees that it will observe the moral rights of Authors where it is reasonably practicable to do so.
2. Insurance
   * 1. The Supplier must obtain and maintain insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the provision of the Services including professional indemnity and, if applicable, public and products liability insurance.
     2. Unless otherwise agreed in writing, the Supplier must provide the Academy with evidence, on or before the Date of Agreement, of the currency of any insurance it is required to obtain; and provide evidence of its renewal no less than five Business Days prior to the expiry of the previous evidence (and as otherwise requested by the Academy).
3. Confidentiality
   * 1. The Supplier and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any Confidential Information to any other person.
     2. The Supplier consents to the Academy publishing or otherwise making available information in relation to the Supplier (and the provision of the Services) as may be required:
        1. to comply with the Contracts Publishing System;
        2. by the Auditor-General, the IBAC or any other Victorian Government agency or Academy; or
        3. to comply with the *Freedom of Information Act 1982* (Vic).
4. Privacy
   1. **Privacy principles**
      1. The Supplier must:
         1. comply with the Privacy Law and Principles with respect to any act done or practice engaged in by the Supplier in relation to the Contract Data or otherwise under or in connection with this Agreement in the same way and to the same extent as the Academy would have been bound had it been directly done or engaged in by the Academy; and
         2. have an up-to-date privacy policy and implement appropriate procedures and practices to ensure that its handling and processing of Personal Information complies with the Privacy Law and Principles.
   2. **Specific privacy obligations**
      1. In relation to Personal Information in any Contract Data or otherwise collected by, disclosed to or accessible by the Supplier or any of its Personnel in connection with this Agreement, the Supplier must (and must ensure that its Personnel):
         1. comply with the Privacy Law and Principles in relation to which the Supplier, its Personnel and/or the Academy is bound, as applicable; and
         2. comply with any applicable privacy procedures and policies of the Academy.
      2. The Supplier must:
         1. assist the Academy to comply with its obligations set out in the Privacy Law and Principles in relation to Personal Information;
         2. immediately notify the Academy upon becoming aware of any suspected, threatened or actual breach of the Privacy Law and Principles in relation to Personal Information (**Incident**) and comply with all directions of the Academy in respect of the suspected, threatened or actual breach;
         3. provide all necessary assistance and cooperation required by the Academy to respond to and resolve any complaint concerning an Incident as soon as reasonably possible and in any event within five Business Days of receiving a request from the Academy;
         4. provide access to or amend any records governed by the Privacy Law and Principles as directed by the Academy in relation to Personal Information;
         5. comply with any written notice from the Academy to the Supplier setting out the action the Supplier must take in relation to the Incident and the Supplier will undertake all the actions required in the notice as soon as reasonably practicable after receiving the notice from the Academy;
         6. where an Incident occurs, in addition to clauses 11.2(b)(iii), 11.2(b)(iv) and 11.2(b)(v), also:
            1. immediately preserve any potential forensic evidence relating to the Incident;
            2. promptly designate Personnel with the requisite knowledge of the Incident and authority to act as a contact person to whom the Academy will direct inquiries, participate in meetings with the Academy as may be required from time to time and who will communicate Supplier responses to the Academy inquiries until the Incident has been resolved;
            3. as soon as practicable, apply appropriate resources to remedy the Incident and investigate, document and restore the Service as reasonably directed by the Academy, and undertake any other response activities as appropriate;
            4. provide status reports to the Academy as reasonably requested by the Academy on the Supplier’s Incident response activities at a frequency approved by the Academy;
            5. coordinate all media, law enforcement, or other Incident notifications with the Academy in advance of such notification, unless expressly prohibited by law; and
            6. make all reasonable efforts to assist and cooperate with the Academy in its Incident response efforts; and
            7. not inform any third party of any privacy Incident without first obtaining the written consent of the Academy, other than to inform a complainant that the privacy Incident has been forwarded to the Academy.
         7. The Supplier must comply with any directions made to the Supplier or the Academy by any relevant authority, including the Office of the Victorian Information Commissioner (OVIC), the Victorian Health Complaints Commissioner or the Office of the Australian Information Commissioner relevant to this Agreement.
   3. **Collection and handling of Personal Information**
      1. The Supplier must:
         1. take all reasonable steps to ensure that the Personal Information is protected from and against misuse and loss, and from unauthorised access, modification, use or disclosure;
         2. provide appropriate training to its Personnel with respect to the correct use and disclosure of Personal Information so as to minimise the risk of any breach of security or breach of the Supplier’s obligations owed under this Agreement in relation to the privacy of the Personal Information;
         3. ensure that only properly authorised Personnel are given access to the Personal Information and only to the extent required to enable the Personnel to perform their duties and roles;
         4. to the extent permitted by Law, give the Academy notice as soon as possible if required by or under any Law; and
         5. take all reasonable steps to destroy or to permanently de-identify Personal Information that is no longer needed for the purposes of this Agreement or for the provision of the Services.
   4. **Use of Personal Information**

The Supplier may only use any Personal Information to the extent necessary to provide the Services under this Agreement and for no other purpose.

* 1. **Disclosure of Personal Information**
     1. The Supplier may disclose Personal Information:
        1. to the extent necessary to provide the Services and for no other purpose; or
        2. to its Personnel but only to those who need to know for the purpose of providing the Services (and only to that extent) and provided that all such Personnel agree to keep it secure and confidential in accordance with this Agreement and to only use and handle the Personal Information in accordance with the terms and subject to the conditions set out in clauses 11.1 to 11.6 (inclusive) of this Agreement.
     2. Subject to clause 11.5(a) of this Agreement, and only to the extent permitted by Law, the Supplier must not disclose (directly or indirectly) any Personal Information to any other person without the prior written consent of the Academy.
  2. **Evidence of compliance**

If requested by the Academy, the Supplier must provide to the Academy within five Business Days evidence of its compliance with the obligations in relation to privacy under clause 11.

1. Contract Data protection
   1. **Use and disclosure of Contract Data**

The Supplier undertakes to the Academy, that the Supplier will not (and will ensure that its Personnel, do not):

* + 1. use, or disclose to any third person, any Contract Data held by the Supplier (or to which the Supplier has access) other than for the purposes of fulfilling its obligations to provide the Services under this Agreement. For the avoidance of doubt, the Supplier will not access Contract Data for any purpose other than to provide the Services under this Agreement;
    2. sell, let for hire, assign rights in or otherwise deal with any Contract Data, or purport to sell, let for hire, assign rights in or otherwise deal with any Contract Data; and/or
    3. alter the Contract Data in any way, other than as necessary to provide the Services under this Agreement.
  1. **Protecting Contract Data**

**Supplier to identify Contract Data**

* + 1. The Supplier must ensure that all Contract Data is identified and recorded as the property of the Academy and the Supplier must not cause, or have caused, any encumbrance of a third party or any other security interest to be placed on the Contract Data or on any database (whether electronic or otherwise) in which such Contract Data is stored.
    2. The Supplier must ensure that all Contract Data is kept separate and segregated from the Supplier’s own data.

**Contract Data safeguards and protections**

* + 1. The Supplier must establish and maintain safeguards and protections against the destruction, loss and unauthorised access to and disclosure of Contract Data in the possession, power or control of the Supplier that:
       1. are no less rigorous than the safeguards and protections that meet best industry practice;
       2. comply with any and all standards and requirements set out in this Agreement; and
       3. comply with all Laws.
    2. In particular, and without limiting clause 12.2(c) the Supplier must ensure that all Contract Data is stored and transmitted in a secure manner that is consistent with best industry practice, including by:
       1. if applicable, ensuring that any Supplier Information System is maintained and updated in accordance with recommendations received by the Supplier from the provider, or providers, of the operating system, database, anti-virus, anti-malware and/or other software and hardware components utilised in the Supplier Information System;
       2. operating and maintaining robust processes for granting and revoking privileged access to any systems used to store or process Contract Data;
       3. maintaining a physically secure environment for the storage of all Contract Data; and
       4. making and maintaining regular and secure backups of the Contract Data.
    3. The Supplier must ensure (and must ensure that its Personnel must ensure) that:
       1. all Contract Data is stored and maintained at sites located in Australia; and
       2. no Contract Data is made available, transferred or disclosed to any recipient located outside Australia, except with the prior written consent of the Academy.

**Access to Contract Data by Supplier Personnel**

* + 1. The Supplier must:
       1. subject to any more stringent requirements imposed pursuant to this Agreement, ensure that only Personnel with appropriate authorisation have access to Contract Data; and
       2. subject to any more stringent requirements imposed pursuant to this Agreement, maintain processes for the secure disposal of equipment and destruction of Records and the Contract Data.

**Return or destruction of Contract Data**

* + 1. Within 10 Business Days of the earlier termination or expiry of this Agreement, the Supplier must return all Contract Data in the possession, custody or control of the Supplier to the Academy in the format specified by the Academy.
    2. Once the Academy has confirmed that all Contract Data has been successfully transferred to it in the required format, the Supplier must irretrievably delete all copies, records and extracts of such Contract Data (including any Contract Data on the Supplier Information System (if applicable)) in its possession, custody or control as soon as practicable but in any event, within a further five days.
  1. **Access to Contract Data**
     1. The Supplier must ensure that the Academy has, and is granted, access to the Contract Data, in the possession, custody or control of the Supplier and its Personnel as and when required by the Academy.
     2. Nothing in this clause 12.3 prevents the Supplier from withholding access from the Academy to data that the Supplier considers, at its absolute discretion, to be confidential or the proprietary data of the Supplier.
  2. **Defects in the Contract Data**
     1. The Supplier must use its best endeavours, and must ensure that its Personnel, subcontractors and service providers use their best endeavours, to ensure that, in the course of providing the Services to the Academy, no errors (whether typographical, logical or otherwise) are introduced into the Contract Data (as it exists from time to time).
     2. If the Academy advises the Supplier that the Contract Data contains any errors or is corrupted, or is lost or is functionally disabled (Data Defect), then the Supplier must:
        1. immediately notify the Academy as to whether the Supplier can remedy the Data Defect and how long it would take for the Supplier to remedy the Data Defect;
        2. if the Supplier cannot remedy the Data Defect within a timeframe reasonably acceptable to the Academy, or if the Supplier fails to remedy the Data Defect within the accepted timeframe, cooperate with the Academy in remedying or procuring the remedy of the Data Defect itself, or through its Personnel or a third party; and
        3. without limiting the rights of the Academy under, or in relation to this Agreement, where the Data Defect is as a result of any act or omission of the Supplier or its Personnel, bear the reasonable costs and expenses of remedying the Data Defects (including reasonable costs of any third party which the Academy engages in order to remedy the Data Defect).
     3. The Supplier must comply with the procedures and requirements set out in this Agreement, and any reasonable direction of the Academy in respect of the backup, storage and security of Contract Data in the possession, custody or control of the Supplier or any of its Personnel and suppliers.
  3. **Contract Data Security Breach**
     1. In the event of:
        1. any actual or suspected Loss of Data; or
        2. any breach of the Supplier’s security measures protecting the Supplier Information System (if applicable); or
        3. any disclosure of Contract Data not authorised by the Academy,

(**Data Security Breach**), then, the Supplier must:

* + - 1. within 24 hours of the Data Security Breach, provide to the Academy with an initial notification of the occurrence of the Data Security Breach;
      2. within three days of the Data Security Breach, provide to the Academy a summary report of the Data Security Breach containing details of the Data Security Breach, its impact on the affected Contract Data and the initial steps taken by, or on behalf of, the Supplier to address the Data Security Breach and to mitigate the effect of the Data Security Breach on the Contract Data;
      3. within 10 Business Days of the Data Security Breach, provide to the Academy a detailed incident report analysing the Data Security Breach and a rectification plan which sets out the steps that have been and will be taken to stop and to further prevent the Data Security Breach occurring in the future. The Supplier must immediately implement that rectification plan; and
      4. where the Data Security Breach involves a Loss of Data, the Supplier must provide all information reasonably required by the Academy for the purposes of determining the facts and circumstances of the Loss of Data, the likelihood that the Loss of Data would result in serious harm to individuals affected by the Loss of Data, and whether the Academy has any notification obligations (or other obligations) under applicable Privacy Law and Principles as a result of the Loss of Data.
    1. Without limiting clause 12.5(a) of this Agreement, in relation to the Data Security Breach, the Supplier must:
       1. comply with any applicable Academy policies and procedures (including any Academy data security incident response plan) made known to it;
       2. cooperate with the Academy in investigating the Data Security Breach and its circumstances, including by working with any third parties nominated in writing by the Academy to the Supplier for the purpose of the investigation;
       3. to the extent permitted by Law, not disclose to any third party (including any affected individuals or to any governmental authority or regulator) the existence of, or any details regarding, the Data Security Breach without first obtaining the Academy’s prior written approval;
       4. if the Data Security Breach relates to a breach of the APPs, notify the applicable governmental regulator and third parties in writing of the Data Security Breach, provided that all such notices are first approved in writing by the Academy; and
       5. immediately provide to the Academy all logs and other reports relating to the Data Security Breach, and otherwise provide as soon as reasonably possible to the Academy such other information pertaining to the Data Security Breach as the Academy may request from time to time.
    2. Without limiting the other rights or remedies of the Academy under, and in relation to this Agreement, if the Supplier is unable to demonstrate to the Academy (acting reasonably) its capacity to promptly remedy the Data Security Breach, and in order to mitigate its impact, the Academy may engage a professional information security services firm to do so. The Supplier must reimburse the Academy for all costs and expenses associated with the engagement of any such firm.
    3. The Supplier acknowledges and agrees that the Academy’s knowledge of, or response to, any such notice of a Data Security Breach, regardless of the nature of such knowledge or response, does not affect and does not limit the rights or remedies of the Academy under this Agreement or at law in relation to the Data Security Breach.
  1. **Contract Data protection standards**

The Supplier agrees to be bound (and will ensure that its Personnel are bound) by the Victorian Protective Data Security Framework (VPDSF) and Protective Data Security Standards and will not (and will ensure that its Personnel, do not) do any act or engage in any practice that contravenes a Protective Data Security Standard in respect of any Contract Data collected, held, used, managed, disclosed or transferred by the Supplier, on behalf of the Academy, under or in connection with this Agreement.

* 1. **Security Assessment, auditing and testing of the Supplier’s Information System**

Where the Supplier and the Supplier’s Information System have undergone a Security Assessment by the Academy, the Supplier must comply with any reasonable request by the Academy:

* + 1. to audit the Supplier’s compliance with the Security Assessment Findings; and
    2. for the Supplier Information System to undergo independently performed vulnerability scanning and penetration testing by a reputable, independent information security audit organisation.
  1. **Injunctive relief from Contract Data security breach**

The Supplier acknowledges and agrees that the Academy will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Supplier of clause 12, and without the need on the part of the Academy to prove any special damage.

1. Access

When entering the premises of the Academy, the Supplier must, and must ensure that its employees, agents and sub-contractors, use reasonable endeavours to protect people and property, prevent nuisance, act in a safe and lawful manner and comply with any safety standards and policies of the Academy (as notified to the Supplier).

1. Sub-contracting
   * 1. The Supplier must not sub-contract to any third person any of its obligations in relation to the Services without the prior written consent of the Academy (which may be given or withheld in its absolute discretion).
     2. The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts or omissions of a sub-contractor as though they were the actions of the Supplier itself.
2. Change in Control
   * 1. The Supplier must notify the Academy in writing of any change in Control of the Supplier (or of the ultimate holding company of the Supplier if applicable) within 7 days after that change occurs.
     2. The Academy may, upon receiving notice from the Supplier in accordance with clause 15(a), by notice in writing to the Supplier, terminate this Agreement, such termination to take effect at any time within the immediately succeeding 12 months after the Academy receives the Notice.
3. Compliance with Law and Policy
   * 1. The Supplier must, in performing its obligations under the Agreement, comply with the Laws affecting or applicable to the provision of Services by the Supplier under the Agreement.
     2. Without limiting clause 16(a), where, in the course of providing the Services, the Supplier, or its employees or sub-contractors:
        1. supervise Public Sector Employees;
        2. undertake work that is of a similar nature to the work undertaken by Public Sector Employees at a premises or location generally regarded as a public sector workplace; or
        3. use or have access to public sector resources or information that are not normally accessible or available to the public,

the Supplier must (and must ensure that its employees or sub-contractors) comply with the VPSC Code of Conduct.

* + 1. The Supplier acknowledges that it has read and will comply with the Supplier Code of Conduct.
    2. In this sub-clause:

**Agency** means a provider of services under a contract entered into with the Academy relevant to family violence risk assessment or family violence risk management.

**Alignment** (and correspondingly Align) means actions taken by Framework organisations to effectively incorporate the four pillars of the Framework into existing policies, procedures, practice guidance and tools, as appropriate to the roles and functions of the prescribed entity and its place in the service system.

**Approved Framework** means the Family Violence Risk Assessment and Risk Management Framework as amended from time to time approved under section 189 of the FVP Act.

**Framework Organisation** means a body prescribed to be a framework organisation for the purposes of Part 11 of the FVP Act.

**FVP Act** means the Family Violence Protection Act 2008 (Vic).

If the Supplier is a Framework Organisation or an Agency under the FVP Act it is required to Align relevant policies, procedures, practice guidance and tools with the Approved Framework.

1. Recordkeeping, access to Records and audit rights
   1. **Supplier to retain Records**

The Supplier must create, manage and maintain Records that fully document the compliance by the Supplier and its Personnel of this Agreement, including (subject to the terms of this Agreement) all supporting materials used to generate and to substantiate invoices submitted in accordance with this Agreement. Without limiting the foregoing, the Supplier must implement a Recordkeeping system that maintains complete and accurate Records of the performance of the Supplier and its Personnel under this Agreement, including in relation to all Services provided under this Agreement. The maintenance of the Records and the Recordkeeping system must comply with all applicable standards issued under the Records Act, including those relating to retention periods.

* 1. **Storage**

The Supplier must:

* + 1. securely store and ensure the integrity of all Records in accordance with all applicable standards issued under the Records Act;
    2. ensure that the Records are kept in a stable, secure, maintained environment and protected from damage, degradation or unauthorised access and release;
    3. ensure that the Records are maintained in a format that is expected to survive for the required retention period applicable to each Record and be easily migrated to the Academy’s systems;
    4. ensure that sufficient metadata is created and maintained to allow the Records to be identified, managed and used for current and future purposes. The metadata must comply with PROS 19/05 S2 Minimum Metadata Requirements Specification; and
    5. only dispose of a Record in accordance with this Agreement, the standards issued under the Records Act, other relevant Law and in accordance with any written instructions provided by the Academy.
  1. **Record ownership and custody**
     1. The Supplier agrees that the Academy has full legal rights to, and owns, all Records.
     2. The Supplier has the beneficial ownership of all Records during the Term.
     3. Subject to clause 17.2(e), the Supplier will maintain custody of, and manage, the Records:
        1. as specified by the Academy and in accordance with applicable Academyal policy notified by the Academy to the Supplier; and
        2. in such a way that will allow the Records to be quickly and easily accessed, retrieved, reviewed, used and kept by the Academy and the Victorian Government.
     4. The Supplier will provide the Academy, or any third party nominated in writing by the Academy, with access to and copies of Records within five Business Days of receiving a written request from the Academy.
     5. Where the Supplier, acting reasonably and in good faith, is unable to comply with clause 16.3(d) within the time specified in that clause, the Supplier may make a written request for an extension of time in which to comply. The Academy will not unreasonably refuse consent to a requested extension.
     6. In addition to any other obligation under clause 16.3(c), the Supplier will immediately provide access to and copies of Records to the Academy or any third party nominated by the Academy, at the Academy’s written request, in any of the following circumstances:
        1. if required under the Records Act or any other relevant Law;
        2. if requested by the Auditor-General or Ombudsman in writing; or
        3. for the purpose of audit and performance monitoring under clause 16.4.
     7. On expiry or termination of this Agreement for any reason, or if the Supplier ceases to provide the Services:
        1. the beneficial ownership of all Records will immediately be transferred to the Academy; and
        2. the Supplier will transfer all Records to the Academy in the agreed format and with the agreed metadata.
     8. Once the Academy has confirmed that all Records have been successfully transferred to it, the Supplier must delete the Records from the Supplier’s system, subject to any retention of documents required by Law.
  2. **Right to access and audit**
     1. The Academy or its authorised representatives retain the right to access any Records at any reasonable time, to inspect and/or audit the Records (including any Contract Data and the Supplier’s Information System), and of all other documents or information relevant to the performance of this Agreement. Such representatives will be entitled (at the expense of the Academy) to take copies of or extracts from any such Records, documents or information.
     2. The Supplier must provide the Academy and its authorised representatives with all assistance needed to allow the Academy to perform the audit, including providing access to office space, computers, telephone and photocopy facilities at the premises.
     3. The Academy must provide the Supplier, where reasonably practicable, with an indication of the documents or class of documents the auditor may require access to.
     4. The Supplier must immediately take such corrective action required by the Academy to remedy any error, non-compliance or inaccuracy identified in any audit in relation to the manner in which the Supplier has:
        1. provided the Services; or
        2. calculated any Rates and/or Fees or any other amounts or fees billed to the Academy.
     5. Each party will bear its own costs with respect to any audit under this clause 16.4.
  3. **Injunctive relief from breach of Recordkeeping and audit rights**

The Supplier acknowledges and agrees that the Academy will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Supplier of this clause 16 and without the need on the part of the Academy to prove any special damage.

1. GST
   * 1. Terms used in this clause have the same meanings given to them in the GST Act.
     2. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Agreement are exclusive of GST.
     3. If GST is imposed on any supply made under or in accordance with these Conditions, the Academy must pay to the supplier an amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the GST amount will be made at the same time as payment for the taxable supply is required to be made.
2. General
   * 1. The Agreement is governed by and is to be construed in accordance with the Laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
     2. Time is of the essence in relation to the provision of the Services.
     3. The Agreement may only be varied with the written consent of each party.
     4. The Academy may give or withhold any consent or approval, or exercise any discretion, under this Agreement in its absolute discretion unless express provision to the contrary is made.
     5. This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.
     6. This Agreement may be executed in a number of counterparts all of which taken together constitute one instrument.
     7. Each party acknowledges and agrees to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed this way. The Academy may provide the Supplier with the ability to sign this Agreement by electronic means, including by giving access to software or to an online service for this purpose. This Agreement constitutes an original documents in an electronic format and will have the same legal effect, validity and enforceability as signature affixed by hand.
     8. The following clauses survive expiry or termination of this Agreement: 5, 7, 8, 9, 10, 11, 12, 16(d), 17, 18 and this clause 19(h).
3. Interpretation

In these Conditions, unless the context otherwise requires:

**Academy** means the Victorian Academy of Teaching and Leadership, any successor, or, where applicable, any body corporate under the *Education and Training Reform Act 2006* (Vic) and any Administrative Office made in relation to the Academy under section 11 of the *Public Administration Act 2004* (Vic) procuring Services in accordance with this Agreement.

**Agreement** means the agreement for the provision of the Services of which these Conditions and the Contract Details form part.

**APPs** means the Australian Privacy Principles set out in Schedule 1 to the Privacy Act.

**Business Days** means days which are not a Saturday, Sunday or public holiday appointed as such under the *Public Holidays Act 1993* (Vic) in Melbourne, Victoria**.**

**Completion Date** means the date set out in the Contract Details by which provision of the Services must be effected by the Supplier.

**Conditions** means these General Conditions for the Supply of Services.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in any way related to, the Academy, the State or their Ministers, including any information designated by the Academy as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions.

**Contract Data** means any information, data, datasets or databases created by or on behalf of the Supplier in the course of providing the Services, including Personal Information, Confidential Information and Records, as the context requires, unless specifically created for the Supplier’s internal operational purposes. Contract Data does not include the Supplier’s internal working documents or notes.

**Contract Details** means the part of the Agreement described as such, usually commencing on page 1 of the Agreement.

**Contract Intellectual Property** means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Supplier in the course of providing the Services, except any Intellectual Property Rights in data or materials created solely for the Supplier’s internal operational purposes.

**Contracts Publishing System** means the system of the Victorian Government for publication of details of contracts entered into by Victorian Government Academys or agencies (or any successor to that system).

**Fees** means a fixed fee payable to the Supplier for the provision of the Services.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**HPPs** means the health privacy principles set out in Schedule 1 to the HR Act.

**HR Act** means the *Health Records Act 2001* (Vic).

**IBAC** means the commission established under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic) and includes any other organisation that may, from time to time, perform the functions of the commission.

**Information** includes Records, Confidential Information, Personal Information or Contract Data.

**Information System** means:

* + 1. information technology for the storage and processing of Information, including hardware and software;
    2. non-electronic means for storage of Information; and
    3. procedures for storing, processing, transforming or otherwise dealing with Information, including by use of information technology and non-electronic means.

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**IPPs** means the information privacy principles set out in Schedule 1 to the PDP Act.

**KPIs** means the key performance indicators set out in item 3 of the Contract Details.

**Law** means:

* + 1. the law in force in the State of Victoria and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and
    2. ordinances regulations, orders and by laws of relevant government, semi government or local authorities.

**Loss of Data** means loss of Contract Data in circumstances where unauthorised access to, or unauthorised disclosure of the Contract Data may occur.

**Overdue Amount** means an amount (or part thereof) that:

* + 1. is not, or is no longer, disputed;
    2. is due and owing under a tax invoice properly rendered by the Supplier in accordance with these Conditions; and
    3. which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

**PDP Act** means the *Privacy and Data Protection Act 2014* (Vic).

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion and includes where the context admits, information of a kind to which the HR Act applies.

**Personnel** of a party includes the officers, employees, agents, contractors and sub-contractors of that party, who are involved in providing, or supporting the provision of, the Services.

**Pre-Existing Intellectual Property** means any and all Intellectual Property Rights owned by or licensed to a party which are made available, provided or used by a party under this Agreement, excluding Contract Intellectual Property and Contract Data.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Privacy Law and Principles** means:

* + 1. the Privacy Act and the APPs;
    2. the PDP Act and the IPPs; and
    3. the HR Act and the HPPs,

and any applicable code of practice.

**Protective Data Security Standard** means any standard issued under Part 4 of the PDP Act.

**Public Sector Employee** has the same meaning as in the *Public Administration Act 2004* (Vic).

**Rates** means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Supplier for the provision of the Services.

**Records** means any document within the meaning of the *Evidence Act 2008* (Vic), in any format, including:

* + 1. anything on which there is writing;
    2. anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
    3. anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or
    4. a map, plan, drawing or photograph,

created, managed, maintained, brought into existence or otherwise acquired or used by the Supplier (or any subcontractor of the Supplier) in relation to this Agreement or the Services.

**Recordkeeping** means creating and maintaining complete, accurate and reliable evidence of transactions, events, activities and decisions in the form of recorded information in any format and includes the design and management of processes and systems to capture full and accurate evidence of an organisation’s activities in connection with this Agreement or the Services.

**Records Act** means the *Public Records Act 1973* (Vic).

**Review Event** means a failure or omission of the Supplier to deliver any element of the Services and Specification, or to deliver it to the standard set out in the Contract Details.

**Security Assessment** means a security assessment performed by the Academy on or before entering into this Agreement, of the Supplier and the Supplier’s Information System relevant to the performance of the Services, in accordance with the Victorian Protective Data Security Standards (VPDSS) as documented in the Academy’s Security Assessment Tool (**SAT**) involving privacy and security questions and evidence as required.

**Security Assessment Findings** means the findings of the Academy on completion of a Security Assessment, including the Supplier’s responses to the SAT and any mitigation actions agreed to be implemented by the Supplier to address identified vulnerabilities, errors, non-compliance, risks or inaccuracies.

**Services** means the services (or any of them) specified in the Contract Details and, if applicable, the Specification.

**Specification** means the specifications to which the Services must comply, as set out in the Contract Details or as otherwise incorporated in the Agreement.

**State** means the Crown in the right of the State of Victoria.

**Supplier** has the meaning given on page 1 of the Agreement.

**Supplier Code of Conduct** means the Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time).

**VPSC Code of Conduct** means the Code of Conduct for Victorian Public Sector Employees 2015 (as amended or replaced from time to time) issued by the Public Sector Standards Commissioner pursuant to section 61 of the *Public Administration Act 2004*