

Master Services Agreement

between

Vendor Z Pty Ltd

and

Customer

Consulting Cloud Preview

THIS MASTER SERVICES AGREEMENT is made on the date set out in Item 1 of Schedule A.

BETWEEN

VENDOR Z PTY LTD (a company duly incorporated in the (insert jurisdiction) and having its registered office at (insert address) and its principal place of business for the purposes of the relationship contemplated by this Agreement, at the address noted in Item 2 of Schedule A. ("**Z**")

AND

The party described in and having its principal place of business at the address identified in Item 3 of Schedule A. ("**Customer**")

RECITALS

- A. Customer requires the supply of information technology services using a master agreement as the preferred contract vehicle.
- B. Z is in the business of supplying information technology services to customers.
- C. Z is prepared to provide the requisite services to the Customer subject to this master agreement.

NOW THIS AGREEMENT WITNESSES as follows:

1. Definitions & Interpretation

In this Agreement, unless the contrary intention appears:

- 1.1. "Agreement" means this Agreement and any Schedules to this Agreement.
- 1.2. "Charges" means the charges payable by the Customer to Z as set out in Schedule F.
- 1.3. "Confidential Information" means any and all information disclosed by either party pursuant to this Agreement relating to:
 - 1.3.1. the business of either party or their respective business partners and/or customers;
 - 1.3.2. personnel, policies, business strategies of either party;
 - 1.3.3. trade secrets or other proprietary information including Intellectual Property and any information marked "Confidential" or information which might reasonably be understood to be confidential to either party

but Confidential Information does not include any information previously known by either party where such knowledge was within the public domain.

- 1.4. "Deliverable" means, as the context requires, a product to be developed by Z or an outcome to be achieved or an activity to be carried out by Z through the supply of Services pursuant to this Agreement and more particularly set out in Schedule B.
- 1.5. "Intellectual Property Rights" means copyright, trade mark, design, patent, semi-conductor or circuit layout rights.
- 1.6. "Materials" means any and all materials listed in Item 2 of Schedule C, or which may be agreed by the parties during the Term, being tangible property associated directly with the supply of Services, which are to be supplied by Z pursuant to this Agreement.
- 1.7. "Nominated Consultant" means the officers, employees, agents and/or sub-contractors of Z identified in Item 1 of Schedule E.

- 1.8. "Nominated Consultant's Working Hours" means the hours identified in Item 2 of Schedule E.
- 1.9. "Premises" means the location at which Services are to be supplied set out in Item 3 of Schedule E.
- 1.10. "Services" means services to be provided by Z to the Customer as set out in Item 1 of Schedule C.
- 1.11. "Term" means the period set out in Schedule D.
- 1.12. A reference to a person includes a reference to bodies corporate and unincorporated associations and partnerships.
- 1.13. Where a word or phrase is given a specific meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- 1.14. Monetary references are references to Australian currency.
- 1.15. Where the context requires, words in the singular include the plural and vice versa.
- 1.16. The recitals to this Agreement form part of this Agreement however headings are for ease of reference only.

2. Master Term & Services to be supplied under discrete contracts entered into pursuant to this Agreement

- 2.1. This Agreement functions throughout the Term as a master agreement, pursuant to which discrete contracts may be entered into from time to time by the parties.
- 2.2. The terms and conditions of each contract entered into pursuant to this Agreement are set out here in clauses 3 to 16 inclusive, but for timeframes for services, total contract value and specific Nominated Personnel. Those variable matters will be negotiated and agreed in respect of each contract entered into pursuant to this Agreement.
- 2.3. Each contract entered into pursuant to this Agreement must be evidenced in writing, either by a Statement of Work (SoW) document, a Project Agreement document (PA) or a simple reproduction of a form of the Schedule, each such document setting out, as a minimum of detail, all the particulars currently set out in the Schedule.
- 2.4. In the event of any inconsistency between this Agreement and any information expressed in any contract entered into pursuant to this Agreement, the terms of this Agreement unchanged will prevail unless expressly provided to the contrary in the later contract documentation.
- 2.5. The value of Services relevant to each contract entered into pursuant to this Agreement will be calculable using the rates set out in the Schedule hereto.
- 2.6. In respect of each contract entered into pursuant to this Agreement throughout the Term:
 - 2.6.1. Z shall supply the Services to the Customer entered into pursuant to this Agreement throughout the Term, and shall supply the Materials;
 - 2.6.2. Z shall direct the Nominated Consultant relevant to perform tasks by which the Services shall be supplied to the Customer in accordance with this Agreement;
 - 2.6.3. Z shall exercise its independent discretion as to the most appropriate and effective manner of supplying the Services and of achieving the Deliverable;
 - 2.6.4. In the discharge of its duties Z will comply with all reasonable directions lawfully given by the Customer as to the nature and scope of the Services to be provided.
- 2.7. The Term of this Agreement may be extended by mutual concordance of both parties by a further period to be agreed in writing by the parties at least one (1) month before expiry of the existing Term. Any new Term will be governed by the terms and conditions of this Agreement including this clause 2.7.

- 2.8. The term of any contract entered into pursuant to this Agreement may be extended in the same manner as set out in clause 2.7 above, however within one (1) week before expiry of the contract term.

3. Access, Reporting & Working Hours

- 3.1. In respect of each contract entered into pursuant to this master Agreement:
- 3.1.1. The Customer shall, where relevant, ensure Z has full and safe access to the Customer's Premises and any necessary equipment, data, materials and information and all facilities, services and accessories reasonably required for Z to comply with its obligations under this Agreement.
 - 3.1.2. Z will ensure the Nominated Consultant:
 - 3.1.2.1. carries out work during the Nominated Consultant's Working Hours; and
 - 3.1.2.2. reports to the appropriate representative of the Customer identified in Schedule G.
 - 3.1.3. In the absence of agreement to the contrary and evidenced in writing in any Schedule, the Services will be supplied during Customer's normal business hours.

4. Charges & Intellectual Property Rights

- 4.1. In respect of each contract entered into pursuant to this master Agreement the following will apply:
- 4.1.1. The Customer shall pay the Charges for the Services involving work performed by Nominated Consultant and the Charges for Materials.
 - 4.1.2. If the Charges are calculable by reference to hourly or daily rates of the Nominated Consultant, then Z shall, not less frequently than monthly, deliver to the Customer a Time Sheet accurately recording the hours of work completed by the Nominated Consultant and the Customer shall sign and return the Time Sheet to Z within twenty-four (24) hours of receipt of it from Z.
 - 4.1.3. Further to clause 4.2, on or about the end of each calendar month throughout the Term, Z shall submit an appropriate Tax Invoice or Invoices to the Customer in accordance with the Charges for all hours of work performed by the Nominated Consultant and recorded on a signed Time Sheet, and Customer shall pay each invoice within thirty (30) days and receipt by Z of cleared funds in respect of that payment shall constitute a discharge of the Customer's obligations under this clause.
 - 4.1.4. For the purposes of this clause 4 "appropriate Tax Invoice" means an invoice in a form approved by the Australian Taxation Office and required by tax legislation to support a claim for an Input Tax Credit for GST payable on the supply of Services and/or Materials.
 - 4.1.5. If the Charges are calculable alternatively to clause 4.1.2, then not less frequently than monthly throughout the Term, Z shall submit an appropriate Tax Invoice or Invoices to the Customer in accordance with the Charges and the Customer shall pay each invoice within thirty (30) days and receipt by Z of cleared funds in respect of each payment shall constitute a discharge of the Customer's obligations under this clause.
 - 4.1.6. If the Customer disputes the whole or any part of any amount claimed in any invoice submitted by Z the Customer shall pay the portion not in dispute within the periods set out in clauses 4.1.3 and 4.1.5 and advise Z in writing within seven (7) days of receipt of the invoice of any alleged grounds for dispute and the parties shall thereafter act reasonably and in a timely fashion to resolve the dispute.