

1. FORMATION OF AGREEMENT

- 1.1 An agreement between the Contractor and the Purchaser is formed when the Purchaser issues to the Contractor a Purchase Order for the Deliverables, and the Contractor either communicates its acceptance of the Purchase Order or commences performance of the Deliverables, whichever occurs first. The terms of the Agreement are those set out in this document and any terms expressly stated in the Purchase Order (**Agreement**).
- 1.2 If the Purchase Order expressly incorporates by reference the Contractor's written quotation, tender or other offer to supply, including any specifications for the Deliverables, those documents are incorporated into this Agreement but only to the extent they are not inconsistent with the terms of this document.
- 1.3 If there is an existing contract between the parties for the supply of the Deliverables, the parties acknowledge and agree that the terms of that contract prevail to the extent of any inconsistency with the terms of this Agreement.
- 1.4 This Agreement commences on the date it is formed in accordance with clause 1.1, or as specified in the Purchase Order, and continues until the later of the "Due By" date stated in the Purchase Order or expiry of the Warranty Period, unless terminated earlier.

2. CONDITIONS OF SUPPLY

- 2.1 The Contractor represents, warrants and agrees that it and its Personnel will:
- a) perform this Agreement in accordance with its terms, including by properly supplying the Deliverables within the timeframes specified and to the locations required;
 - b) supply the Deliverables in accordance with their specifications and their description in the Purchase Order; and
 - c) upon the Purchaser's request, provide reasonable support to the Purchaser in relation to the Deliverables.
- 2.2 The Contractor represents, warrants and agrees that the Deliverables will be:
- a) free of encumbrances, liens and reservations of title;
 - b) designed, fabricated, tested, packaged, loaded on transport, delivered (and, if required by this Agreement, installed and commissioned) in accordance with this Agreement, all laws, requirements of any government agency and the Purchaser's requirements; and
 - c) of merchantable quality and Fit for Purpose.
- 2.3 Ownership of the Deliverables (other than any services and the software licensed to the Purchaser under clause 4) passes to the Purchaser upon the earlier of payment or delivery. The passing of ownership or their delivery of the Deliverables to the Purchaser does not constitute acceptance of the Deliverables.
- 2.4 The Deliverables are at the Contractor's risk until they are accepted by the Purchaser except in the event that Loss or damage to the Deliverables occurs as a direct result of any action or inaction by the Purchaser or its Personnel. Unless otherwise stated in this Agreement, the Purchaser may only accept Deliverables by giving the Contractor written notice to that effect. The Purchaser will not unreasonably delay written notice of acceptance of the Deliverables.
- 2.5 The Purchaser must provide the Contractor with safe access to the Purchaser's premises and equipment, where applicable, to enable the Contractor to supply the Deliverables. The Purchaser must ensure that its premises are safe and are a suitable working environment.

3. DELIVERY OBLIGATIONS

- 3.1 When delivering the Deliverables, the Contractor must provide the Purchaser with sufficient delivery documents to enable the

Purchaser to identify the contents of the delivery, which must include the Purchase Order number.

- 3.2 The Contractor must deliver the Deliverables during the Purchaser's normal business hours at the location specified in the Purchase Order. This information is available from the Purchaser upon request.
- 3.3 No deliveries effected outside the normal working hours of the Purchaser's warehouses will be accepted unless by prior arrangement with an authorised officer of the Purchaser. It should be noted that certain warehouses are closed on alternative Mondays and it is the Contractor's responsibility to ascertain hours prior to dispatch of the Deliverables.
- 3.4 The Contractor must unload the Deliverables at the delivery location in accordance with the Purchaser's directions and requirements. If the Deliverables have any unloading requirements, the Contractor must notify the Purchaser of these in sufficient time prior to the due date for delivery.
- 3.5 As soon as reasonably practicable after delivery, the Purchaser may inspect and test the Deliverables to confirm their compliance with this Agreement. If the Deliverables fail such inspection or test, the Deliverables are rejected and the Purchaser will give the Contractor written notice of such rejection (Rejection Notice).
- 3.6 The Contractor may dispute the failure of the inspection or test, or the reasons given by the Purchaser for the rejection, in accordance with the procedure in clause 14. Where the Contractor issues a notice under clause 14.3 within 10 Business Days of receipt of the Rejection Notice, the Contractor's obligations under clauses 3.7 and 3.8 are suspended pending resolution of the dispute.
- 3.7 The Contractor is liable for the replacement, free of charge, of all such rejected Deliverables, with Deliverables of an acceptable standard. Any rejected Deliverables must within 30 days from the Rejection Notice (subject to any lien thereon which the Purchaser may have), be removed by the Contractor at the Contractor's own expense from the Purchaser's premises.
- 3.8 If on the expiry of 30 days from the Rejection Notice, the rejected Deliverables have not been removed, the Purchaser may return the Deliverables freight forward, and at the Contractor's risk, to the Contractor. All Deliverables which have been notified to the Contractor as rejected, are held by the Purchaser at the Contractor's risk.
- 3.9 The parties acknowledge that all materials in which the Deliverables are packed belong to the Contractor. Unless the Purchaser agrees otherwise in writing, the Contractor must remove these packing materials from the delivery location on the delivery date, at no cost to the Purchaser.
- 3.10 The Contractor may only subcontract any part of its obligations under this Agreement with the Purchaser's prior written consent (such consent not to be unreasonably withheld). The Contractor must ensure that any approved subcontractor is subject to obligations substantially equivalent to the obligations set out in this Agreement. The Contractor's use of an approved subcontractor does not relieve the Contractor from its liabilities and obligations under this Agreement.

4. SOFTWARE LICENCE

- 4.1 If the Contractor is to licence any software to the Purchaser under this Agreement, the Contractor grants to the Purchaser a licence to such software and related documentation on the terms of this Agreement on and from commencement of this Agreement.
- 4.2 Unless otherwise specified in the Purchase Order, the duration of the licence granted under clause 4.1 is for the term of this Agreement and it is worldwide, irrevocable, non-exclusive and transferable with a right to sublicense and enables the Purchaser to receive the benefit of the Deliverables.
- 4.3 The Contractor must provide Updates and New Releases free of charge to the Purchaser during the term of the licence. Each Update and New Release will be deemed to form part of the

software on and from the date of delivery to the Purchaser and this Agreement will apply to the Update or New Release accordingly.

- 4.4 The Contractor represents, warrants and agrees that any software licensed to the Purchaser under this Agreement does not contain any virus or other disabling or destructive code and that it will not introduce such code in performing this Agreement.

- 4.5 This clause 4 applies to the extent a Deliverable contains any software or firmware.

5. DEFECTIVE DELIVERABLES

- 5.1 If the Purchaser gives the Contractor notice that a Deliverable does not comply with this Agreement during the Warranty Period, the Contractor must, within the time required by the Purchaser, and at no cost to the Purchaser, rectify or replace the Deliverables so that they comply with this Agreement.
- 5.2 All the requirements of this Agreement apply to Deliverables the subject of rectification or replacement under clause 5.1 and they will be subject to a new Warranty Period of the same duration as the initial Warranty Period commencing on the date the rectification or replacement is properly completed.
- 5.3 The Contractor must, on reasonable prior written notice from the Purchaser, give the Purchaser (or the Purchaser's nominee) reasonable access to the Contractor's premises where the Deliverables are being performed or produced, and to the Contractor's documentation, records and Personnel, to enable the Purchaser to verify that the Contractor is complying with its obligations under this Agreement. The Contractor will promptly address any noncompliance identified by the Purchaser and notified to the Contractor.

6. LAWS, WARRANTIES AND COMPETENCE

- 6.1 The Contractor and its Personnel must:
- obtain and maintain at their own cost any licences, consents, by-law exemptions and authorities required to comply with this Agreement;
 - comply with all laws, standards, approvals and other regulations that apply to this Agreement and/or the Deliverables;
 - perform this Agreement in a good, proper and workmanlike manner and to the best practice and standard of care, skill, judgement and diligence expected of a contractor experienced in providing the same or similar Deliverables; and
 - obtain for the Purchaser's benefit all usual manufacturers', contractors', and any other applicable third-party warranties for the Deliverables, together with any other warranties required by the Purchaser.

7. PAYMENT

- 7.1 Subject to proper performance of the Contractor's obligations under this Agreement, the Purchaser must pay the Contractor the Charges within 30 days after the Purchaser receives the tax invoice under clause 7.4. Any such payment is on account only.
- 7.2 The Contractor acknowledges that the Charges include all costs and expenses it may incur in supplying the Deliverables and its other obligations under this Agreement.
- 7.3 The Contractor must only submit a tax invoice to the Purchaser after the Deliverables have been accepted by the Purchaser.
- 7.4 Payment will not be due until the Purchaser receives a correctly rendered tax invoice. A tax invoice is correctly rendered if it states the Purchase Order number and it:
- only contains correctly calculated Charges for Deliverables actually supplied to the Purchaser in accordance with this Agreement; and
 - is set out as an itemised account, which identifies the GST exclusive amount, the GST component and the GST inclusive amount in a manner that enables the Purchaser

to ascertain the Deliverables to which the invoice relates and the Charge payable for those Deliverables.

- 7.5 Any money owing from the Purchaser to the Contractor under this Agreement may be set off by the Purchaser against any amount owing to the Purchaser by the Contractor, whether under this Agreement or at law.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Contractor represents, warrants and agrees that its performance of this Agreement and the supply of the Deliverables (including any software licensed to the Purchaser under clause 4) will not infringe the Intellectual Property Rights of any person.
- 8.2 All Intellectual Property Rights in any material produced by a party under this Agreement will vest in the Purchaser immediately upon creation. The Contractor immediately assigns or transfers all Intellectual Property Rights and ownership of such material to the Purchaser.
- 8.3 During the term of this Agreement, the Purchaser grants to the Contractor a licence to use all Intellectual Property Rights associated with the Deliverables and any documentation provided pursuant to the Agreement for the sole purpose of the Contractor performing this Agreement.
- 8.4 The Purchaser acknowledges that clause 8.3 does not affect the Intellectual Property Rights in any of the Contractor's or a third party's proprietary pre-existing material developed independently of this Agreement. The Contractor grants to the Purchaser (or will so procure) a royalty free, perpetual and irrevocable licence to use the Intellectual Property Rights in such material to ensure the Purchaser receives the benefit of the Deliverables.
- 8.5 The Contractor must pay all royalties and expenses, and is liable for all claims, for the use of all Intellectual Property Rights in relation to the supply of the Deliverables.

9. MORAL RIGHTS

- 9.1 The Contractor:
- must ensure that it does not infringe any Moral Rights of any author of any work in carrying out its obligations under this Agreement;
 - warrants that the Purchaser's use of any work incorporated into the Deliverables, or any other work provided by the Contractor under this Agreement or used during or as part of the carrying out of its obligations under this Agreement, will not infringe any author's Moral Rights; and
 - must ensure that it obtains an irrevocable and unconditional waiver on the terms reasonably required by the Purchaser, to the extent permitted by law, of any and all Moral Rights to which that author may be entitled anywhere in the world in relation to the Deliverables.

10. INSURANCE

Before performing any of its obligations under this Agreement, the Contractor must effect and maintain such insurances as are appropriate, and which a prudent contractor experienced in providing the same or similar Deliverables would effect and maintain, given the Deliverables to be supplied, including public and products liability, professional indemnity and workers' compensation insurance. If the Purchaser so requests, the Contractor must give to the Purchaser evidence of the currency of such insurances.

11. CONFIDENTIAL INFORMATION AND PRIVACY

- 11.1 Each party and its Personnel must not disclose the other party's information it acquires which is marked as, or is by its nature, confidential to the first party, except to the extent required by law or with the first party's written consent.

- 11.2 The parties agree to keep confidential the existence and terms of this Agreement.

11.3 If the Contractor collects or has access to Personal Information in order to perform its obligations under this Agreement, the Contractor must comply with the Australian Privacy Principles in the Privacy Act as if the Contractor is an 'APP Entity' for the purposes of the Privacy Act.

11.4 The Contractor must:

- a) immediately notify the Purchaser if the Contractor becomes aware or suspects that there has been:
 - (i) unauthorised access to, or unauthorised disclosure of, Purchaser Data; or
 - (ii) loss of Purchaser Data in circumstances where unauthorised access to, or unauthorised disclosure of, the Purchaser Data may occur;
- b) immediately provide the Purchaser with details of the Privacy Breach and must comply with the reasonable directions of the Purchaser in relation to the Privacy Breach; and
- c) if a Privacy Breach is required by Law to be notified to any privacy and other relevant authority and to individuals impacted by the Privacy Breach, the parties must:
 - (i) consult and cooperate with one another in respect of the preparation and making of such notifications; and
 - (ii) make relevant notifications in accordance with all prescribed timeframes and requirements.

12. SAFETY, ACCESS AND SECURITY

12.1 The Contractor acknowledges and agrees that in performing the Agreement, it must comply with:

- a) all directions given by the Purchaser at any time in connection with health, safety and the environment; and
- b) when supplying any Deliverables at a place owned, occupied or operated by the Purchaser, any health, safety and environmental requirements or policy and any other workplace behaviour policies of the Purchaser or any relevant third party that are made available to the Contractor from time to time.

12.2 The Contractor must ensure all information and materials (including the Purchaser Systems and Purchaser Data) of or relating to the Purchaser in the Contractor's possession or control are protected at all times from unauthorised access or use, or misuse, damage or destruction.

12.3 The Contractor must comply with the "Powerlink Digital Technology Usage – Standard (External Contractors)" and all security regulations, procedures or directions as may be given by the Purchaser from time to time regarding security or access to the Purchaser's premises and systems.

12.4 The Contractor must implement, maintain and comply with disaster recovery procedures to ensure the Contractor's provision of the Deliverables continues without interruption if a Disaster occurs or affects the Deliverables.

12.5 The Contractor must:

- a) if requested by the Purchaser, before permitting any Personnel to be involved in the supply of the Deliverables, conduct and provide to the Purchaser an original or certified copy of the results of a criminal background check or any other checks reasonably required by the Purchaser for such Personnel;
- b) ensure that any Personnel engaged in the delivery of this Agreement are informed of the confidential nature of Purchaser Data and have received appropriate training on the security risks associated with their activities and of applicable laws, policies and procedures related to security;

- c) only provide access to Purchaser Data and Purchaser Systems to Contractor Personnel who require access to them to perform their duties under this Agreement; and
- d) ensure that none of its Personnel use, disclose, transfer, or retain any Purchaser Data except to the extent necessary to perform their duties under this Agreement.

12.6 The Contractor must ensure that:

- a) it has in place industry best practice secure system development lifecycle processes and development environments (including continuous improvement processes and secure coding practices) in relation to the Deliverables, and is able to provide summary documentation of those processes and development environments to the Purchaser if requested;
- b) it conducts coding reviews to identify security vulnerabilities or Harmful Code in the Deliverables;
- c) all Deliverables are free from Harmful Code;
- d) all Deliverables are designed in accordance with industry best practice in relation to the prevention of Harmful Code; and
- e) if any Harmful Code is found which affects the Deliverables, the Contractor must immediately use its best efforts to eliminate the Harmful Code.

12.7 The Contractor must immediately notify the Purchaser if the Contractor becomes aware or suspects that there has been:

- a) a cyber security incident in relation to the Deliverables or Purchaser Data;
- b) an alteration to or New Release of the Deliverables that materially increases the level of security risk to the Purchaser, arising from the Purchaser's use of those Deliverables;
- c) a vulnerability which may expose the Deliverables or Purchaser Systems to the risk of intrusion or attack; or
- d) Harmful Code introduced into the Deliverables.

12.8 The Contractor must provide a signed confirmation to the Purchaser every 12 months (starting from the date of this Agreement) providing the Purchaser with assurance that the Contractor is currently compliant with, and has complied with, its security and privacy obligations under this Agreement.

13. TERMINATION

13.1 The Purchaser may, acting reasonably, terminate this Agreement immediately by notice in writing to the Contractor:

- a) at any time prior to the supply of the Deliverables;
- b) if the Contractor fails to deliver the Deliverables within the time specified in the Purchase Order;
- c) if having issued a show cause notice in accordance with 19.3, the Purchaser believes that the Contractor does not comply with the Supplier Code of Conduct;
- d) in the event of a material breach of this Agreement by the Contractor; or
- e) if the Contractor becomes, threatens to become or is in jeopardy of becoming, insolvent.

13.2 If the Purchaser terminates this Agreement under clause 13.1(a), the Purchaser must:

- a) pay the Contractor the portion of the Charges attributable to Deliverables properly supplied and accepted as at the termination date, to the extent not already paid; and
- b) reimburse the Contractor's reasonable, and documented expenses incurred directly as a result of the termination, excluding any expenses incurred in complying with clause 13.4.

The Contractor must take reasonable steps to minimise its expenses relating to the termination. The amounts payable under this clause 13.2, together with all amounts already paid under this Agreement, must not exceed the Charges, excluding any GST payable under clause 15. The Purchaser has no other liability to the Contractor arising from termination under clause 13.1(a).

- 13.3 If the Purchaser terminates this Agreement under clauses 13.1(b)-(e), clause 13.2 does not apply. Without limiting any accrued right or remedy, the Purchaser may obtain alternative Deliverables and recover from the Contractor any reasonable additional costs incurred as a result of the termination.
- 13.4 Upon termination or expiry of this Agreement, the Contractor must provide all reasonable assistance necessary to enable the transfer of the Purchaser's property Purchaser Data, and related documentation and records to the Purchaser or a third party nominated by the Purchaser. Where the termination is as a result of Purchaser exercising its rights under clause 13.1, the Contractor will comply with this clause 13.4 at no cost to the Purchaser.

14. DISPUTES

- 14.1 Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement.
- 14.2 If a dispute arises between the Purchaser and the Contractor in relation to this Agreement, neither party will institute legal proceedings until the process in this clause 14 has been followed (other than where urgent interlocutory relief is required).
- 14.3 Either party may give the other party a notice in writing adequately identifying and providing details of the existence, nature and surrounding circumstances of the dispute.
- 14.4 If a dispute notice under clause 14.3 is issued, the parties must meet within 14 days after the date of the notice to attempt to reach some mutually agreeable outcome in relation to the dispute.
- 14.5 If the dispute is not resolved within 28 days of service of the notice of dispute, or if agreed by both parties earlier, the parties may appoint:
- a) an expert to resolve a non-legal dispute (that is, a dispute that does not involve any question of law, the interpretation of the Agreement, or the interpretation of any statute) through expert determination; or
 - b) a suitably qualified person to resolve the legal dispute.

15. GOODS AND SERVICES TAX

- 15.1 If a goods and services tax or any similar tax ("GST") is imposed on any supply made under this Agreement, the Contractor may, in addition to any amount or consideration expressed as payable elsewhere in this Agreement, subject to issuing a valid tax invoice, recover from the Purchaser an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable by the Purchaser for the supply by the prevailing GST rate. This clause applies on the condition that such an amount has not already been included in the original amount or consideration.
- 15.2 If, after any GST is imposed it is determined, on reasonable grounds that the amount of GST paid or payable on any supply made under this Agreement differs for any reason from the amount of GST recovered from the Purchaser, including by reason of:
- a) an alteration in the GST Law;
 - b) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
 - c) the allowance to the Contractor of a refund of GST in respect of any supply made under this Agreement; or

- d) a decision of the Administrative Appeals Tribunal (or its equivalent) or a court, the amount of GST recoverable from the Purchaser must be adjusted accordingly.

- 15.3 The Contractor warrants that it is registered for GST under the GST Act and will immediately notify the Purchaser if it ceases to be registered or ceases to satisfy any of the requirements of any determination or ruling made by the Australian Taxation Office under the GST Act.

- 15.4 In this clause 15, the expressions "consideration", "GST", "tax invoice" and "taxable supply" have the meaning given to those expressions in the GST Act.

16. INDEMNITY

- 16.1 Each party (**Indemnifying Party**) agrees to indemnify the other party (**Indemnified Party**), and its Personnel from and against all claims and Losses (including legal costs on a full indemnity basis) in respect of:
- a) the death, bodily injury, disease or illness (including mental illness) of any person;
 - b) the Loss of or damage to the Indemnified Party's property or to the property of a third party;
 - c) any breach of a legislative requirement; or
 - d) any infringement or alleged infringement of any Intellectual Property Right, arising out of or in relation to the performance of the Agreement by the Indemnifying Party except to the extent that such claim or Loss arises out of any act or omission of the Indemnified Party or Personnel of the Indemnified Party (other than the Indemnifying Party or the Indemnifying Party's Personnel).

The Indemnified Party agrees to hold the indemnity contained in this clause 16 upon trust for its Personnel.

17. GENERAL

- 17.1 This Agreement may be amended, modified, replaced, supplemented or varied only:
- a) by a document executed by each party, which document must be expressed to amend, modify, replace, supplement or vary this Agreement; or
 - b) if the Purchaser issues an amended Purchase Order in relation to the Deliverables.
- 17.2 Each party acknowledges that in relation to the subject matter of this Agreement, no relationship arises between them (including any relationship of agent and principal or partners in partnership or any fiduciary relationship), other than as counterparties to this Agreement.
- 17.3 The provisions of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980 (also known as the Vienna Sales Convention), including as enacted in any legislative requirement, and any other term (including any condition, representation or warranty) that may arise or may be implied in relation to the subject matter of this Agreement or any matter referred to in it, are expressly excluded from application to this Agreement.
- 17.4 This Agreement and any dispute arising out of or in connection with this Agreement is governed by, and is to be construed in accordance with, the applicable law in Queensland.
- 17.5 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 17.6 The Contractor cannot assign, transfer or novate any of its rights or liabilities under this Agreement without the prior written consent of the Purchaser (such consent not to be unreasonably withheld). The Purchaser may assign, novate or otherwise transfer all or any part of its rights under this Agreement and may disclose to a proposed assignee or transferee any

information in the possession of the Purchaser relating to the Agreement at any time after providing prior notice to the Contractor.

17.7 A notice, consent or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail, fax or email.

17.8 In the interpretation of this Agreement, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward the document or any part of it.

17.9 Subject to clause 1.3, this Agreement constitutes the entire agreement and understanding between the parties and will take effect according to their tenor notwithstanding any prior agreement in conflict or at variance with them or any correspondence or other documents relating to the subject matter of the Agreement which may have passed between the parties prior to the formation of the Agreement and which are not included in the terms of the Agreement.

17.10 A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.

17.11 Where a date appears in relation to this Agreement, it will be numerically depicted as follows: DD/MM/YYYY.

17.12 Clauses 7.5, 11, 12.7, 12.9, 13.2, 13.4, 16 and this clause 17 survive the termination or expiry of this Agreement.

18. AER RING-FENCING REQUIREMENTS

18.1 If the Deliverables include the provision of services that enable or assist the Purchaser to provide Prescribed Transmission Services or Negotiated Transmission Services (as those terms are defined under the National Electricity Rules), the Contractor must, and ensure its Personnel:

- a) in performing those Deliverables comply with clauses 7.2, 7.6 and 7.7 of the Former AER Ring-fencing Guideline, as if the Contractor was the Purchaser under the Former AER Ring-Fencing Guideline;
- b) within five (5) Business Days notify the Purchaser in writing of any:
 - (i) complaint the Contractor receives in relation to any matter relevant to the AER Ring-Fencing Guideline; or
 - (ii) suspected, potential or actual breach of the Contractor's obligations under this clause 18 (if applicable).

18.2 Notwithstanding any of the above, the Contractor must fully cooperate with the Purchaser, and promptly comply with all reasonable directions given by the Purchaser, in relation to compliance with the AER Ring-fencing Guideline and Former AER Ring-fencing Guideline, including providing all information and data reasonably required by the Purchaser to comply with its reporting obligations under the AER Ring-fencing Guideline or respond to any request or directive it receives from the Australian Energy Regulator.

19. QUEENSLAND GOVERNMENT POLICIES AND SUPPLIER ASSURANCE

19.1 For the purposes of this clause 19:

Personal Information has the meaning given in clause 21;

Procurement Assurance Branch or PAB means the Procurement Assurance Branch within the Queensland Government Procurement Division of the Department of Housing and Public Works (and any successor body that replaces it from time to time).

Procurement Assurance Model or PAM means the Procurement Assurance Model described in Part 3 of the Queensland Procurement Policy, as amended or replaced from time to time.

Purposeful Public Procurement Commitments means the commitments made in the Contractor's quotation, tender or other offer to supply.

Queensland Government Supplier Code of Conduct or Supplier Code of Conduct means the Queensland Government Supplier Code of Conduct applicable from time to time (including the Supplier Code of Conduct 2026), as amended or replaced from time to time.

Queensland Procurement Policy or QPP means the Queensland Procurement Policy 2026, as amended or replaced from time to time.

Responsible Authority means any federal, state or local government ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether federal, state, national, territorial, provincial or municipal) or any court, each having jurisdiction over the matter in question.

19.2 Without limiting the Contractor's other obligations under this Agreement, the Contractor must, and must ensure its subcontractors, in supplying the Deliverables and for the term of this Agreement, comply with:

- a) the Supplier Code of Conduct;
- b) the Purposeful Public Procurement Commitments;
- c) the PAM, as applicable to suppliers (including any request or requirement of the PAB made pursuant to the PAM);
- d) any other government policy or legislation that applies to the Deliverables or the Contractor under this Agreement.

19.3 If the Purchaser reasonably suspects that the Contractor is not compliant with the Supplier Code of Conduct, the Purchaser may issue a written show cause notice to the Contractor, which the Contractor must respond to in writing within 14 Business Days of receipt. A failure to comply with the Supplier Code of Conduct may result in consequences under the Queensland Government's applicable procurement assurance mechanism in place from time to time, in addition to any other rights or remedies available to the Purchaser.

19.4 The Contractor must, and must ensure its subcontractors, make and keep accurate and complete records of compliance with clause 19.2.

19.5 The Purchaser may require the Contractor to provide confirmation of its or any subcontractor's compliance with the Supplier Code of Conduct from time to time.

19.6 The Contractor must notify the Purchaser, in writing, within 10 Business Days if:

- a) the Contractor or any of its subcontractors ceases to be compliant with the Supplier Code of Conduct; or
- b) the Contractor or any of its subcontractors becomes subject to any improvement notice, sanction, suspension, exclusion, demerit, adverse finding or similar outcome (however described) under the PAM or becomes aware of any process that may reasonably result in such an outcome.

19.7 The Contractor permits, and must ensure its subcontractors permit, the Purchaser and the PAB:

- a) to inspect and copy any record made in accordance with clause 19.4 and to access the Contractor's or subcontractor's premises and personnel for the purposes of verifying the Contractor's or subcontractor's compliance with clause 19.2;
- b) to obtain information that may be held by any Responsible Authority relevant to the Contractor's or subcontractor's compliance with clause 19.2; and

- c) if the Contractor or subcontractor is a natural person, to collect and share Personal Information of the Contractor or subcontractor for the purposes of verifying the Contractor's or subcontractor's compliance with clause 19.2 and administering the PAM.
- 19.8 The Contractor warrants that its personnel irrevocably consent to the Purchaser and the PAB obtaining the information contemplated under clause 19.7 and collecting and sharing Personal Information of the Contractor's personnel for the purposes contemplated under clause 19.7.
- 19.9 The Contractor acknowledges, and must ensure its subcontractors acknowledge, that any failure by the Contractor to comply with the Supplier Code of Conduct is a breach of this Agreement.
- 19.10 The Contractor acknowledges that any failure by the Contractor to comply with clause 19.2 constitutes a breach of this Agreement and may result in consequences under the PAM, in addition to remedies available to the Purchaser under this Agreement.
- 19.11 Without limiting any of the Purchaser's rights under this Agreement or at law, the Contractor acknowledges that if the Contractor fails to comply with clause 19.2, the Purchaser may refer matters of non-compliance to the PAB who may publish information about the Contractor in accordance with the PAM, including any sanctions or penalties imposed.
- 19.12 The Contractor acknowledges and agrees that no additional payment will be made for compliance with this clause 19.
- 19.13 The Contractor acknowledges that the Queensland Government may, from time-to-time, amend or replace the Queensland Government policies referred to in this clause 19 and agrees that:
- the Contractor is solely responsible for informing itself and ensuring compliance with any amendments or replacements; and
 - the Purchaser is under no obligation to inform the Contractor of any amendments or replacements.

20. ARTIFICIAL INTELLIGENCE

The Contractor must ensure that any use of an AI System in connection with this Agreement complies with this clause.

20.1 Protection of Purchaser Data and Confidential Information

- The Contractor must not, and must ensure its Personnel do not, unless approved by the Purchaser in writing:
 - use or permit any person to use Purchaser Data, or information protected under clause 11, to train, fine tune or improve an AI System or any model forming part of an AI System; or
 - input, upload, disclose or otherwise provide Purchaser Data, or information protected under clause 11, to a public or third-party AI System.

20.2 Notification of material AI use

- The Contractor must notify the Purchaser in writing and provide any information reasonably requested by the Purchaser about the proposed use before:
 - using an AI System to produce or materially contribute to a Deliverable;
 - supplying a Deliverable that incorporates or relies upon AI functionality; or
 - using an AI System to make or substantially influence operational, technical, commercial or safety-related decisions or action in performing this Agreement.
- For the avoidance of doubt, notification is not required for routine productivity, administrative or development tools that use AI as an ancillary feature, provided that the use

does not fall within paragraph (i) to (iii) and otherwise complies with this Agreement.

20.3 Governance and assurance

- In relation to any use expressly permitted or approved, the Contractor must:
 - implement and maintain appropriate controls, and provide written confirmation and reasonable supporting evidence on request from the Purchaser;
 - ensure that any output generated by an AI System that is incorporated into or used to produce a Deliverable, or relied upon to make or substantially influence a decision or action in performing this Agreement, is reviewed and approved by suitably qualified Personnel for accuracy, reliability, safety and suitability before the Deliverable is supplied or the decision or action is taken;
 - maintain complete and accurate records sufficient to demonstrate compliance with this clause and promptly provide those records to the Purchaser on reasonable request;
 - promptly notify the Purchaser of any material incident involving the AI System that has or may affect a Deliverable, Purchaser Data, information protected under clause 11, or compliance with this Agreement; and
 - comply with the Purchaser's reasonable directions in response to an incident or risk involving the AI System, including any direction to suspend or cease its use.

20.4 Contractor responsibility

- The Contractor remains fully responsible for:
 - all Deliverables;
 - the accuracy, completeness and fitness for purpose of any output generated using an AI System; and
 - all acts and omissions of its Personnel and subcontractors, as if no AI System had been used.

21. DEFINITIONS

The following definitions apply in this Agreement:

AER	means the Australian Energy Regulator.
AER Ring-Fencing Guideline	means the AER Ring-fencing Guideline - Electricity Transmission', made by the Australian Energy Regulator in accordance with clause 6A.21.2 of the National Electricity Rules dated 24 February 2025, as amended from time to time.
Agreement	has the meaning given in clause 1.1.
AI System	means a 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. AI systems may vary in their levels of autonomy and adaptiveness after deployment.
Business Day	means a day that is not: - Saturday or Sunday; - a public holiday in Brisbane, Queensland, Australia; or - any day occurring within any of the following periods: 22 to 24 December;

	(ii) 27 to 31 December; and (iii) 2 to 10 January.		
Charges	means the total amount the Contractor is entitled to charge for the Deliverables supplied under this Agreement, as specified in the Purchase Order.		layouts, plant varieties, business and domain names, trade secrets, patent rights and rights to require that knowhow be kept confidential (including the right to apply for registration of any such rights) and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.
Contractor	means the other party to this Agreement as set out in the Purchase Order.	Loss	means damage, loss, cost, expense, or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual, or contingent.
Deliverables	means any hardware, software, licences, goods, services, documentation, and other deliverables supplied or to be supplied by the Contractor under this Agreement and includes any incidental work reasonably necessary to satisfy this Agreement.	Moral Rights	means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the Copyright Act 1968 (Cth), and if any work is used in any jurisdiction other than in Australia, any similar right capable of protection under the laws of that jurisdiction.
Disaster	means an event that has the potential to cause the Purchaser to be unable to use or receive the benefit of the whole or a substantial part of the Deliverables or which has the potential to substantially interfere with the usual operations of the Purchaser.	New Release	means software provided primarily to provide an extension, alteration, improvement, or additional functionality to the software.
Fit for Purpose	means that the Deliverable: a) is fit for the purposes made known by the Purchaser to the Contractor at or before the date of its supply and any other purposes for which the Deliverable is ordinarily used; b) is free from defects, faults, errors or omissions in design, materials and workmanship during the Warranty Period; c) meets or exceeds its performance data, measurements and similar measures as may be specified or claimed in the Contractor's catalogues, brochures, quotations, offers, tenders or other literature; and d) otherwise meets or exceeds each of the purposes, functions, utilities, performance standards, outcomes and requirements set out in, or which can be reasonably ascertained from this Agreement.	Personal Information	has the meaning given: a) for the purpose of the Information Privacy Act – in that Act; or b) for the purposes of the Privacy Act – in that Act.
Former AER Ring-fencing Guideline	means version 3 of the 'AER Ring-fencing Guideline - Electricity Transmission', made by the AER in accordance with clause 6A.21.2 of the National Electricity Rules dated 6 July 2022.	Personnel	means officers, employees, agents, contractors, and consultants engaged by a party (but does not include the other party) and, in the case of the Contractor, includes its subcontractors and any officers, employees and agents of those subcontractors.
GST Act	means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related tax imposition duty (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such Acts.	Privacy Act	means the Privacy Act 1988 (Cth).
Harmful Code	means intrusions, viruses, trojan horses, worms, time bombs, and other similar harmful software.	Privacy Breach	means any of the occurrences referred to in clause 11.4(a).
Information Privacy Act	means the Information Privacy Act 2009 (Qld).	Purchaser	means Queensland Electricity Transmission Corporation Limited trading as Powerlink Queensland ACN 078 849 233, ABN 82 078 849 233 or such related body corporate as may be stated in the Purchase Order.
Intellectual Property Right	means any and all existing and future intellectual and industrial property rights throughout the world, whether conferred by statute, common law or equity, including Moral Rights and rights in relation to copyright, trademarks, designs, circuit	Purchaser Data	means any information, material, data, dataset, or database provided by or on behalf of the Purchaser to the Contractor for use, processing, storing, or hosting by the Contractor in the provision of the Deliverables. The Purchaser Data includes any information, material, data, datasets or databases that are created, produced or derived from Purchaser Data.
		Purchaser Systems	means the Purchaser's physical and computing environment that is operated, maintained, or provided by or on behalf of the Purchaser relevant to the Deliverables under this Agreement.



IT GOODS AND SERVICES PURCHASE ORDER CONDITIONS

Version 8.0 – 14 October 2026

Purchase Order	means a purchase order in a form suitable to the Purchaser in its absolute discretion.
Update	means a version of the software produced primarily to overcome defects in the software.
Warranty Period	unless stated otherwise in the Purchase Order, means five years from the date on which the Deliverables are accepted by the Purchaser in accordance with this Agreement.