



**CITY OF
MANDURAH**

GENERAL CONDITIONS OF CONTRACT

~ Consultancy ~

Table of Contents

1. ...Governing Law.....	3
2. ...Definitions and Interpretation.....	3
3. ...General Obligations.....	4
4. ...Employees.....	4
5. ...Time for Completion.....	4
6. ...Evidence of Contract.....	4
7. ...Supply of Services by Order.....	5
8. ...Termination of Contract.....	5
9. ...Assignment.....	7
10...Payments.....	7
11...Expenses.....	7
12...Goods and Services Tax.....	7
13...Indemnity.....	8
14...Insurance.....	8
15...Electronic Formats.....	8
16...Ownership.....	9
17...Patent Rights.....	9
18...Additional Work.....	9
19...Compliance with Legislation.....	9
20...Relationship.....	10
21...Waiver.....	10
22...Entire Agreement.....	10
23...Enforceability.....	10
24...Notices.....	10
25...Settlement of Disputes.....	10
26...Confidentiality.....	11
27...Failure to Supply.....	11
28...Disability Access and Inclusion Plan.....	12
29...Records Keeping Requirements.....	12
30...PRIS.....	12
31...Privacy impact assessment.....	13
32...Information Breach.....	14

1. GOVERNING LAW

This Contract shall be governed by and construed according to the laws of the State of Western Australia and the parties hereby to submit to the exclusive jurisdiction of the courts of that State.

2. DEFINITIONS AND INTERPRETATION

In the Contract except where the context otherwise requires:

Attachments:	The documents you attach as part of your quotation
Deadline:	The deadline for lodgement of your quotation
Contract:	The document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Supplier/Contractor
Clause:	Any clause of the General and Special Conditions of Contract
General Conditions of Contract:	The General Conditions of Contract nominated in this document
Information Breach	means unauthorised access to, or unauthorised disclosure of, Personal Information under the possession or control of a party (or its Personnel) relating to this Contract.
Notifiable Information Breach	means an Information Breach of which a reasonable person would conclude is likely to result in serious harm to any individual to whom the information relates.
Respondent's Offer:	Your offer in response to this Request to supply the Requirements
Principal:	City of Mandurah
Request:	This document
Requirements:	The goods and service requested by the Principal
Selection Criteria:	The criteria used by the Principal in evaluating your quotation
Separable Portion:	A clearly identifiable and unique element of the services the Principal requests you to provide
Special Conditions:	The additional contractual terms and conditions
Specification:	A detailed statement of particulars prescribing materials, dimensions, and quality or work for something to be built, installed, manufactured or supplied
Supplier/Contractor:	The organisation or organisations, corporation or corporations, who is/are awarded this Contract to supply the requirements contained herein
Quotation:	Your completed quotation in response to the Selection Criteria
Respondent:	Party who has or intends to submit a response to the Principal

- Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- Clause headings are for convenient reference only and shall not be used in the interpretation of the Contract.
- Monetary references are references to Australian currency.
- Reference to an Act by name includes the rules, regulations and local laws for the time being in force thereunder for the period of the Contract.
- Where two or more persons or bodies comprise the Consultant they shall be bound hereby jointly and severally.

3. GENERAL OBLIGATIONS

The Consultant shall perform and carry out the Services at all times in a conscientious expeditious and workmanlike fashion. Where the Consultant is required to provide or utilise equipment such equipment shall be suitable for the Services and shall be maintained by the Consultant in good and proper working condition.

4. EMPLOYEES

The Consultant warrants that its employees and agents are competent and have all necessary skill training and qualifications to carry out the Services in accordance with this Contract.

The Principal may at any time by notice in writing to the Consultant require that the Consultant should cease to permit a particular person or persons employed by the Consultant to be engaged in carrying out the Services or any part thereof and the Consultant shall forthwith cease to employ any such person or persons in or about the performance of the Services and shall replace any such person or persons with such alternative person or persons as shall be suitably qualified and skilled to perform the Services and as shall be acceptable to the Principal.

5. TIME FOR COMPLETION

The Consultant shall complete the Services within the period or by the date stated in the Contract. The Consultant may apply in writing with fourteen (14) days after the occurrence of any event not attributable to the act, neglect or default of the Consultant or its servants or agents for an extension of time, stating the reasons and on receipt thereof the Principal shall determine whether an extension of time shall be granted and shall advise the Consultant accordingly.

6. EVIDENCE OF CONTRACT

The Contract shall be evidenced by the Special Conditions of Contract, General Conditions of Contract, Specifications, Quotations, Letter of Acceptance and all things referred to therein.

In the event of any inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

Should any part of the Contract be held in law to be invalid, that part shall be severed from the Contract and the remainder of the Contract shall have full force and effect.

7. SUPPLY OF SERVICES BY ORDER

The Consultant shall fulfil all orders for Services placed by the Principal during the term or currency of the Contract.

Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, the Principal shall not be required to take or accept all or any of the Services listed **EXCEPT** such of the Services as may be ordered by the Principal from time to time during the period of the Contract.

Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Principal shall not be required to take or accept the said nominated approximate quantity or value of Services.

The right is reserved for the Principal to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.

Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Principal. The Principal shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

8. TERMINATION OF CONTRACT

8.1 GENERAL

Notwithstanding anything herein contained to the contrary the Principal may determine the engagement of the Consultant at any time and without prior notice upon the happening of any one or more of the following events, namely:

- a) If the Consultant enters into a Deed of Arrangement or an order is made for it to be wound up;
- b) If a Receiver or Receiver/Manager is appointed for the Consultant;
- c) If the Consultant enters into voluntary administration;
- d) If the Consultant being a natural person, or if the Consultant being a partnership a partner therein becomes bankrupt or a party, as a debtor, to a Deed of Assignment, a Deed of Agreement or a Composition under Part X of the Bankruptcy Act 1966 (Commonwealth);
- e) If the Consultant or any of its employees or agents is guilty of any dishonesty, misconduct or neglect of duty or commits a breach of any of the terms or conditions of the Contract or refuses to comply with any reasonable instructions or directions given by the Principal's Representative.

8.2 TERMINATION BY DEFAULT

Where the Contractor:

- a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or

- b) assigns, subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Principal being first obtained; or
- c) (if an individual) becomes bankrupt; or
- d) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- e) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- f) includes any statement, fact, information, representation or material in its Quotation which is false, untrue or incorrect; or
- g) fails in any manner to perform the Contract to the complete satisfaction of the Principal;

then, and in every such case, the Principal may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

All damages and expenses incurred by the Principal under or by virtue of the provisions of the preceding sub-clause shall be ascertained and certified to by the Officer, and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Principal, and may be recovered from the Contractor in any Court of competent jurisdiction.

If the Contract is terminated the monies which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, may be retained by the Principal, as compensation for works not completed.

Upon termination of the Contract all monies previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

8.3 TERMINATION BY MUTUAL CONVENIENCE

- a) The contract may be terminated by mutual agreement of both parties in writing, by giving 90 days' notice; and,
- b) Upon receipt of such notice the Contractor must take all appropriate action to mitigate any loss or prevent further costs being incurred.

8.4 TERMINATION FOR PRINCIPAL'S CONVENIENCE

- a) The Principal may in its absolute discretion terminate this Contract by giving 90 days' notice in writing; and,
- b) Upon receipt of such notice the Contractor must take all appropriate action to mitigate any loss or prevent further costs being incurred.

9. ASSIGNMENT

The Contract shall not be assigned, transferred, sublet, subcontracted, mortgaged, charged, encumbered or dealt with in any way by either party without the prior written consent of the other party.

10. PAYMENTS

The Principal shall pay to the Consultant the Consultancy Fee specified in the Contract at the time or times and in the manner set out in the Letter of Engagement or purchase order issued.

Unless otherwise provided in the Contract all payments shall be made within thirty (30) days of receipt of the Contractor's invoice or claim, less any authorised deductions for the value of work performed under the Contract, as certified by the Officer, provided that the Officer has certified that the Contract work to which the invoice relates has been satisfactorily completed.

Failure by the Principal to pay the amount payable at the due time, will not be grounds to invalidate or avoid the Contract.

The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price unless otherwise provided in the Contract.

11. EXPENSES

Unless otherwise provided for in the Contract the Principal shall not be liable to reimburse the Consultant for the amount of any expenses incurred by the Consultant in and about the performance of the Services, including without limitation travel expenses accommodation and subsistence expenses. All such expenses of the Consultant shall be deemed to be included in the amount of the Consultancy Fee specified in the Letter of Engagement.

12. GOODS AND SERVICES TAX

For the purposes of this Clause:

- a) "GST" means Goods and Services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.

Where the supply of the Services or any part thereof is a taxable supply under the GST Act:

- a) The Consultancy Fee shall be inclusive of all applicable GST at the rate in force for the time being.
- b) The obligation of the Principal to pay the Consultancy Fee, or any instalment thereof, and the right of the Consultant to recover the Consultancy Fee, or any

instalment thereof, shall be subject to and conditional upon the prior issue by the Consultant and the prior receipt by the Principal of a tax invoice in respect of the Consultancy Fee, or the relevant instalment thereof, which complies in all respects with the GST Act.

- c) This provision applies notwithstanding any other provision of these conditions or any legislation or rule of law to the contrary, but does not apply if the Consultant is not registered for GST, and is not required to be so registered, under the GST Act.
- d) The Consultant shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under these conditions and the Letter of Engagement.

13. INDEMNITY

The Consultant shall be responsible for and shall indemnify and keep indemnified the Principal against liability for all loss, damage or injury to persons or property (including death) caused by the Consultant or its employees or agents and the amount of all claims damages costs and expenses which may be paid suffered or incurred by the Principal as aforesaid in respect of any loss, damage or injury (including death) shall be made good at the Consultant's expense and may be deducted from any monies due or becoming due to the Consultant.

14. INSURANCE

The Consultant shall effect and maintain all insurance required to be effected by it by law for the duration of the Contract. Without limiting the generality hereof the Consultant shall arrange all necessary insurance with respect to its employees against any liability, loss, damage, claim, costs and expenses arising at common law or under any statute as a result of personal injury or death of any person employed by the Consultant or the Consultant's agents in or about the performance of the Services.

The Consultant shall at its own expense effect and maintain for the duration of the Contract a policy of Professional Indemnity Insurance covering the Consultant's legal liability arising out of any act, neglect, default, error or omission made or done by or on behalf of the Consultant or any of its employees or agents in connection with the Services for not less than the amount specified in respect of any one claim.

The Consultant shall effect and maintain a Public Liability policy of insurance in a form and content acceptable to the Principal and for not less than the amount stated covering the Consultant in respect of any claim for loss or damage arising from any act or omission of the Consultant on the site of the Services.

The insurance policies shall be with an insurer and include terms and conditions reasonably acceptable to the Principal and the Consultant shall lodge certificates of proof of the required insurance policies with the Principal before the commencement of the Contract, where there is any alteration to the insurance policies, when insurance policies are renewed and at such other times as the Principal may require.

15. ELECTRONIC FORMATS

Where electronic copies are required as part of the contract specification the Consultant shall provide these electronic copies on a CD in a format readable by Microsoft Office (Microsoft Word or Excel preferred, as agreed).

16. OWNERSHIP

All works items materials or information whatever nature produced or developed by the Consultant or under the direction of the Consultant pursuant to or in the course of providing the Services shall be and become the sole and complete property of the Principal whether such property is tangible or is in the nature of industrial or intellectual property rights (including copyright and rights of confidential information). The Consultant shall not use any such works, items, materials or information otherwise than for the purpose of performing the Services hereunder without the prior written consent or license of the Principal first had and obtained.

17. PATENT RIGHTS

The Contractor shall indemnify and at all times keep the Principal indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.

All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.

In the event of any claim being made or brought against the Principal in respect of any of the matters stated in this Clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise therefrom and in the event of the failure by the Contractor so to do, the Principal shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Principal.

18. ADDITIONAL WORK

If at the written request of the Principal the Consultant performs work additional to the Services, the Principal shall pay the Consultant in respect of such additional work at the rate provided for in the Letter of Engagement or if no such rate is specified then at the rate agreed between the Principal and the Consultant.

19. COMPLIANCE WITH LEGISLATION

For as long as the Consultant shall continue to perform the Services hereunder the Consultant shall at all times at its own cost and expense observe, perform and comply with all Acts of both Federal and State Parliaments and all regulations, local laws, ordinances or orders made thereunder and the lawful requirements of any public municipal or other authority so far as the same may affect or apply to the Consultant or the Services and the Consultant shall indemnify and keep indemnified the Principal from and against all actions, suits, costs, charges, claims and demands in respect thereof.

With respect to all work done in Western Australia under the Contract, the Consultant shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the work to be done in the performance of the Services.

20. RELATIONSHIP

Nothing herein contained or implied shall constitute the relationship of partnership or employment or agency between the Consultant and the Principal and it is the express intention of the parties hereto that any such relationships are denied.

21. WAIVER

No right of the Principal hereunder shall be deemed to be waived unless such waiver is in writing signed by the Principal.

A waiver by a party hereto shall not prejudice the rights of that party in respect of any subsequent breach of these conditions by the other party.

Any failure by a party to enforce any provision of the Contract or any forbearance delay or indulgence granted by a party to the other shall not be construed as a waiver of the first mentioned party's rights under these conditions.

22. ENTIRE AGREEMENT

The Contract including the Letter of Engagement constitutes the entire agreement between the parties for the provisions of the Services by the Consultant. Any prior arrangements, agreements, representations or undertakings are superseded and any modification or alteration of any provision of the Contract will not be valid unless made in writing and signed by the parties hereto.

23. ENFORCEABILITY

If any provision of the Contract should be held invalid, unenforceable or illegal for any reason the Contract shall remain otherwise in full force apart from such provision, which shall be deemed, deleted.

24. NOTICES

Any notices or other communication under the Contract given by either party shall be in writing and shall be delivered by hand, by registered mail or by facsimile to the addresses of the other party as stated in the Contract.

25. SETTLEMENT OF DISPUTES

The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.

Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.

Subject to the provisions of the preceding sub-clause, any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either

agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Chapter).

If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:

- a) by an arbitrator mutually agreed upon between the parties; or
- b) in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators,
- c) in accordance with the provisions of the *Commercial Arbitration Act 1985*.

26. CONFIDENTIALITY

The Consultant shall treat as confidential all information disclosed or made known to the Consultant, or acquired or developed by the Consultant during the course of or for the purposes of the Contract ("the confidential information").

Without limiting the generality of the preceding sub-clause, the confidential information includes computer programs, client lists, the Principal's methods of operation and details of clientele and potential clientele of the Principal.

Immediately upon the completion of the Services or the prior termination of the Contract the Consultant shall deliver to the Principal all documents and materials relating to the confidential information which are then in the Consultant's possession.

Without limiting the generality of the foregoing, the Consultant shall not use or disclose or authorise the use of disclosure of the confidential information to any person or company without the prior consent in writing of the Principal.

The Consultant shall not be obliged to treat information as confidential in the following circumstances:

- a) Where it would be unconscionable to require the Consultant to treat such information confidentially as the term "unconscionable" is defined in the section 52A of the Trade Practices Act 1974; and
- b) Where it would be an invalid restraint of trade under the law of the State of Western Australia to require the Consultant to treat such information confidentially.

The operation of this Clause shall survive the completion or termination of the Contract.

27. FAILURE TO SUPPLY

Where a state of emergency exists or where the Consultant is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place the Principal may without being liable in any way to the Consultant obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source, supplier or provider thereof. The existence of a state of emergency shall be determined by the Principal in its sole discretion.

28. DISABILITY ACCESS AND INCLUSION PLAN

The Principals Access and Inclusion Plan is available for download from [the City's website](#).

The Contractor will:

- a) to the extent practicable, implement the Principal's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993; and
- b) if requested by the Principal, provide a report to the Principal by 31 March in each year of the Contract Term reporting on the extent to which the Contractor has implemented the Principal's Access And Inclusion Plan.

The Guide to Disability Access and Inclusion Plans for Local Government Contractors (which includes the Contractor Report form) can be found on the following [Disability Services Commission website](#).

29. RECORDS KEEPING REQUIREMENTS

The Contractor will, without limiting the obligations under this contract, be deemed to adhere to the following records keeping requirements:

- a) All manuals, drawings, computer programs or other records supplied by the Principal to the Contractor during the course of the Contract shall be returned to the Principal upon termination or completion of the Contract.
- b) The Contractor shall ensure that all records relevant to or created in the course of this Contract are held in a safe and secure manner, in line with industry best-practices, i.e. Backups completed, paper-records are held in fire-proof environment.
- c) The Principal will be provided access to all records held by the Contractor associated with this Contract within twenty four (24) hours of written request. Such requests will be in the support of Contract performance measuring, general information resource for the Principal, or to meet Freedom of Information legislation requirements

30. PRIS

- a) The parties acknowledge and agree that Part 2 of the Privacy and Responsible Information Sharing Act 2024 (PRIS Act), the Information Privacy Principles (IPPs), and any applicable approved privacy code of practice, apply in the manner provided for in Division 11 of the PRIS Act in relation to the handling of information by the Contractor for the purposes of this Contract.
- b) Both parties agree to comply with:
 - i) the PRIS Act (including the IPPs and / or any applicable Privacy Code of Practice); and
 - ii) any direction, request, notice, investigation, enforcement action, determination and / or order made by the relevant Authority to the party (in accordance with the relevant Authority's powers under the PRIS Act).
- c) The Contractor agrees that, for the purpose of this Contract, it is an IPP Entity.
- d) The Contractor must comply with:

- i) the Principal's Policies relating to privacy, information handling, information sharing and Information Breaches;
 - ii) any other reasonable direction relating to privacy and / or information handling given to the Contractor by the Principal;
 - iii) its obligations (if any) under or arising pursuant to the *Privacy Act 1988* (Cth) to the extent relevant to this Contract.
- e) The Contractor understands and agrees that the IPPs apply to any act done or practice engaged in by the Contractor for the purposes of the Contract in the same way and to the same extent as they would apply if the act were done or practice were engaged in by the Principal.
- f) The Contractor must:
 - i) not engage in any act or practice that would cause the Principal to be in breach of the PRIS Act or applicable Privacy Code of Practice;
 - ii) ensure Personal Information held by the Contractor in connection with the goods or services is:
 - A. stored securely and within Australian borders;
 - B. only used by the Contractor in connection with this Contract for the purpose of providing the Goods or Services;
 - C. only made available to the Contractor's Personnel on a need-to-know basis as necessary for the Contractor's performance of its obligations under this Contract;
 - iii) ensure that the Contractor's Personnel required to handle Personal Information in connection with this Contract for the purpose of providing the Goods or Services are made aware of the Contractor's obligations under this Contract;
 - iv) ensure that any subcontract entered into with a subcontractor for the purpose of fulfilling the Contractor's obligations under this Contract contains the same or equivalent terms as those required under this clause 57 and under clause 52, 58 and 59.
- g) If the Contractor receives:
 - i) a complaint about an act or practice of the Contractor that may be an interference with the privacy of an individual; or
 - ii) a request to access and / or correct Personal Information held by the Contractor in connection with the goods or services,as soon as practicable, upon receiving a privacy-related complaint or, it must:
 - iii) notify the Principal of the complaint or request;
 - iv) consult with the Principal in relation to dealing with the complaint or request; and
 - v) comply with any privacy guidelines in relation to the complaint or request under the relevant IPP and all lawful directions from the Principal.

31. PRIVACY IMPACT ASSESSMENT

- a) For the purpose of this clause, ***significant impact on the privacy of individuals*** has the meaning given to it in the PRIS Act (or other instruments made under the PRIS Act) and the Principal's Policies, and includes:
 - i) the collection, use or disclosure of sensitive information on a large scale;
 - ii) ongoing or real-time tracking of an individual's geolocation; and
 - iii) the use of biometric templates or biometric information for the purpose of verification or identification.
- b) Where the Contractor proposes to carry out a function or activity for the purpose of this Contract, which involves the handling of Personal Information and is likely to have a significant impact on the privacy of individuals, the Contractor must:

- i) conduct a privacy impact assessment of the function or activity; and
- ii) prepare a written report on the assessment, which complies with the requirements relating to privacy impact assessments set out in the PRIS Act, and sets out:
 - A. an assessment of the likelihood that the performance of the function or activity will result in an interference with the privacy of any individual;
 - B. the impact that the performance of the function or activity might have on the privacy of individuals;
 - C. recommendations for managing, minimising or eliminating that impact; and
 - D. any other information the Contractor considers relevant.

32. INFORMATION BREACH

- a) If the Contractor becomes aware of, or reasonably suspects, an Information Breach has occurred, the Contractor must:
 - i) immediately notify and consult with the Principal;
 - ii) immediately take all reasonable steps to contain the suspected Information Breach; and
 - iii) take all reasonable steps to mitigate any harm caused by the suspected Information Breach.
- b) As soon as reasonably practicable, but in any case within 30 days after the day on which the Contractor becomes aware of, or reasonably suspects, an Information Breach has occurred, the Contractor must:
 - i) conduct an assessment, in compliance with the requirements relating to information breaches set out in the PRIS Act, for the purposes of determining whether a Notifiable Information Breach has occurred or there are reasonable grounds to believe that a Notifiable Information Breach has occurred; and
 - ii) prepare a written report on the assessment.
- c) As soon as practical, the Contractor must:
 - i) provide a copy of the written report to the Principal;
 - ii) consult with the Principal regarding which party will make the relevant notifications under clause 59(d) (**Notifying Party**); and
 - iii) otherwise, as and when requested by the Principal, provide the Principal with all necessary information relating to the Information Breach as required by the Principal for its record keeping and reporting purposes.
- d) Where the assessment conducted under clause 59(b) determines that a Notifiable Information Breach has occurred, or that there are reasonable grounds to believe that a Notifiable Information Breach has occurred, the Notifying Party must, as soon as practicable after such determination, give written notice of the Notifiable Information Breach to the relevant Authority and any affected individuals, in compliance with the requirements relating to Notifiable Information Breaches as set out in the PRIS Act (unless an exception set out under the PRIS Act so applies).