**Services Agreement**

**Northern Health**

**AND**

**[insert name of Recipient]**



185 Cooper St, Epping VIC 3076

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Parties

**Northern Health** (ABN **42 986 169 981**)of 185 Cooper St, Epping VIC 3076, a body incorporated pursuant to the *Health Services Act 1988* (**Northern Health**)

 **And**

**[insert name of recipient of service]** (ABN **insert ABN**)of **[insert address]** (**Recipient**)

Background

1. This Agreement records the terms and conditions on which Northern Health will provide the services described in Schedule 1 (Services) to the Recipient.

**THE PARTIES NOW AGREE AS FOLLOWS**

# Period of Agreement

## Start Date

* 1. This Agreement commences on the date specified in **Item 1** of **Schedule 2** (**Start Date**).

## End Date

* 1. This Agreement ends on the date specified in **Item 2** of **Schedule 2** (**End Date**) unless terminated in accordance with clause 6 of this Agreement.

## Extension

* 1. The parties may extend this Agreement by agreeing in writing (before the End Date) to a new End Date.

# Providing the Services

## Where

* 1. Northern Health must provide the Services to the Recipient at the locations specified in **Item 3** of **Schedule 2** (**Premises**).

## When

* 1. Northern Health must provide the Services at the times specified in **Item 4** of **Schedule 2** or otherwise as agreed in writing between Northern Health and the Recipient (**Agreed Times**).
	2. Northern Health is not liable to the Recipient for any failure to provide or delay in providing the Services if that failure or delay results from a cause beyond Northern Health’s reasonable control.

## How

* 1. Northern Health must employ or otherwise engage persons to provide the Services and must provide all consumables, equipment and materials that are necessary to provide the Services.

## Standard

* 1. Northern Health must provide the Services to a reasonably high standard.

## Laws

* 1. Northern Health must comply with all laws which regulate the provision of the Services to the Recipient.

## Assignment and sub-contracting

* 1. Northern Health may assign or sub‑contract any part of the provision of the Services by giving written notice to the Recipient.

# Payment for Services

## Interpretation

* 1. Terms used in this **clause 3** have the same meaning as those terms in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) (as amended from time to time).

## Fees payable

* 1. The Recipient must pay Northern Health for the Serviceson the basis of the price specified in **Item 5** of **Schedule 2** (**Price**).
	2. The prices specified in **clause 3.2** do not include GST.
	3. At the time of payment, the Recipient must pay to Northern Health any amount of GST that the Recipient is required to pay in addition to the price specified in **clause 3.2**.

## No other amounts

* 1. The only amounts payable by the Recipient to Northern Health are the amounts specified in **clause 3.2** and any applicable GST. All other costs, charges, fees and expenses for or arising out of or in connection with the provision of Services must be paid by Northern Health.

## Invoice requirements

* 1. The Recipient is only required to pay Northern Health after Northern Health provides a tax invoice in the format required by law for the supply to the Recipient.

## Payment terms

* 1. The Recipient must pay Northern Health for the amount invoiced within 7 days after the invoice is received.

## Disputing amounts

* 1. If the Recipient does not agree with any part of an invoice, it must immediately give Northern Health a written notice stating that it is disputing the invoice and giving reasons.
	2. If the Recipient disputes its obligation to pay any amount in the invoice, the Recipient may withhold that part of the invoice amount until such time as the dispute is resolved.

## ABN and GST Registration

* 1. Northern Health warrants that it is registered or will be registered for Australian Business Number and for GST purposes at each time of taxable supply is made.

# Insurance

## General Requirement

* 1. A Medicines Australia Indemnity Form signed by the Sponsor of the research project is required by Northern Health.
	2. A copy of the Insurance Certificate covering the research project is required.

## Subcontractors

* 1. Northern Health must ensure that any subcontractor engaged to provide any part of the Services is also insured on the terms required by this Agreement.

# Confidentiality

## General obligation

* 1. Either party must not disclose, and must ensure that its staff and agents do not disclose, to any person (other than a person approved by the party disclosing the information) any information concerning the disclosing party, its staff, patients or procedures acquired in connection with provision of the Services or as a result of this Agreement (‘the Confidential Information’).

## Compulsion to disclose

* 1. If a party becomes aware of any steps taken, being taken, or considered, to compel that party or any of its agents or employees to disclose Confidential Information, that party must:
		1. to the extent permitted by law, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
		2. promptly notify the other party; and
		3. do anything reasonably required by the other party including the institution and conduct of legal proceedings at the other party’s direction and expense to oppose or restrict that disclosure.

## Continuing effect

* 1. This **clause 5** will continue to have effect after the expiry or termination of this Agreement.

# Breach and Termination

## Right of termination

* 1. This Agreement may be terminated by mutual consent in writing of the parties or in accordance with this clause.

## Failure to rectify a breach

* 1. If either party is not meeting any of its obligations under this document (referred to as the ‘party in breach’), then the other party (referred to as the ‘dissatisfied party’) may:
		1. by notice in writing to party in breach specify which obligations are not being met; and
		2. if after 14 days from the notification has been served, the dissatisfied party is still of the reasonable opinion that these obligations are not being met or will not be met in a reasonable time the dissatisfied party may terminate this Agreement in whole or in part by giving notice in writing to the party in breach.

**Immediate termination**

* 1. Either party may end this Agreement immediately, by giving written notice to the other party, if there is a significant risk that the other party will be unable to pay its debts as they fall due.

**Rights preserved**

* 1. Any termination under this clause shall not prejudice the rights of either party in respect of any previous breach of this Agreement.

# Parties’ representatives

## The Recipient Representative

* 1. The Recipient’s representative is the Recipient’s Principal Investigator for this research project. (‘**the Recipient Representative**’)
	2. The Recipient Representative at the Start Date is specified in **Item 6** of **Schedule 2**.
	3. The Recipient may change its representative by giving 3 Business Days written notice to Northern Health.
	4. Any notice given to the Recipient Representative is deemed to have been given to the Recipient.

## Northern Health Representative

* 1. The Northern Health representative is the Northern Health Principal Investigator for this research project. (**Northern Health Representative**’).
	2. Northern Health Representative at the Start Date is specified in **Item 7** of **Schedule 2**. .
	3. Northern Health may change its representative by giving 3 Business Days written notice to the Recipient.
	4. Any notice given to Norther Health Representative is deemed to have been given to Northern Health.

## Meetings

* 1. The Northern Health Representative and the Recipient Representative must meet as often as may reasonably be necessary for the efficient provision of the Services.

# Notices

## Address and fax number

* 1. A notice to a party under this document is only given if it is:
	2. delivered or posted to that party at the addresses specified in **Item 8** of **Schedule 2**.
	3. Faxed or emailed to that party at the fax number or email address specified in **Item 9** of **Schedule 2**.
	4. A party may amend its address, fax number or email address for the purposes of receiving noticesby giving the other party 3 Business Days written notice of the amendment.

## When a notice is given

* 1. A notice under this document is to be treated as being given at the following time:
		1. if it is hand delivered, when it is left at the relevant address;
		2. if it is sent by post, 2 Business Days after it is posted; or
		3. if it is sent by fax or email, as soon as the sender receives a report of an error free transmission to the correct fax number or email address.
	2. If a notice is given after 8:00pm or on a day which is not a Business Day, it is to be treated as having been given on the next Business Day.

# Miscellaneous

## Further co-operation

* 1. Each party must do anything (including executing a document) that the other party reasonably requires to give full effect to, and to comply with any legislative requirements relating to this document.

## Liability for costs

* 1. Each party must pay its own costs in relation to preparing, negotiating, and executing this Agreement.

## Variation

* 1. The terms of this Agreement may only be varied by agreement in writing of both parties.

## Waiver

* 1. A waiver by a party is only effective if it is in writing.
	2. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given.

## Severability

* 1. If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
	2. If any clause or part of a clause of this document is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

## Entire agreement

* 1. This Agreement contains everything the parties have agreed on in relation to this transaction. No party can rely on an earlier document, or on anything said or done by another party (or by a director, officer, agent or employee of that party) before this Agreement was executed.

## Inconsistencies

* 1. The terms of this Agreement override any inconsistent conditions in any document or other communication used by Northern Health in relation to the provision of the Services, and any industry practice and any earlier conduct of dealing.

## Relationship of the Parties

* 1. This Agreement does not create a partnership, employment, agency, fiduciary or any other relationship, except the relationship of contracting parties.
	2. No party is liable for an act or omission of another party. Neither party has authority to enter into any agreement or incur any liability on behalf of the other party, and must not represent to any person that it has any such authority.

## Governing law

* 1. This document is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

# Definitions and Interpretations

* 1. The phrase “**Business Day**” in this Agreement means any weekday that is not gazetted as a public holiday in Melbourne, Victoria.
	2. The phrase “**Public Holiday**” means a day which has been gazetted as a public holiday in Melbourne, Victoria.
	3. The word “**Notice**” includes any document or correspondence required, permitted or referred to in this Agreement.
	4. A reference to a clause is a reference to a clause of this Agreement.

**Execution**

**Signed** ) Jenni Smith,

 ) General Manager, Research, Education & Partnerships

for and on behalf of **Northern Health** )

(ABN 42 986 169 981)in the presence of: ) .........................................................

…………………………………………… Date: / /

**Signature of witness**

…………………………………………… (name printed in full)

…………………………………………… (address)

……………………………………………

**PRINCIPAL INVESTIGATOR FOR NORTHERN HEALTH**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE AND DATE

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

NAME [please print]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*POSITION TITLE*]

**Signed** )

for and on behalf of **[insert name of Recipient]** )

(ABN [**insert ABN**])in the presence of: ) .........................................................

…………………………………………… Date: / /

**Signature of witness**

…………………………………………… (name printed in full)

…………………………………………… (address)

……………………………………………

## Schedule 1 : Description of services to be provided

**Project HREC No:**

**Project Title:**

**Northern Health will provide the following service for the above project:**

## Schedule 2: Reference Schedule

|  |  |  |
| --- | --- | --- |
| 1.
 | The Start Date (clause 1.1) | Upon Research Governance Approval and signing of this agreement. |
| 1.
 | The End Date (clause 1.2) |  |
| 1.
 | Premises (clause 2.1) | The Northern Hospital, 185 Cooper St, Epping - Obstetrics Unit |
| 1.
 | Agreed Times (clause 2.2) | To be negotiated. |
| 1.
 | Price (excluding GST) (clause 3.2) | Research Governance fees (as required)Cost of activities involved in providing the service. |
| 1.
 | Recipient Representative (clause 7.1) |  |
| 1.
 | Northern Health Representative (clause 7.5) |  |
| 1.
 | Addresses (clause 8.2) | The Recipient:Northern Health: 185 Cooper St, Epping VIC 3076 |
| 1.
 | Fax Numbers or Email Addresses (clause 8.3) | The Recipient:(fax)(email)Northern Health:(fax)(email)  |