1. **Term**
	1. This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier in accordance with its terms.
2. **Services**
	1. NHRA appoints the Contractor to perform the Services.
	2. The Contractor must perform the Services:
		1. to completion;
		2. with due skill, diligence, care and consistent with the highest professional and industry standards;
		3. in accordance with any applicable Australian codes for the responsible conduct of research including the *National Statement on Ethical Conduct in Human Research,* the *AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research (the AIATSIS Code),* and the *Australian Code for the Responsible Conduct of Research (2018)*; and
		4. in accordance with this Agreement, all applicable Laws and any directions given by NHRA.
3. **Payment**
	1. Subject to the Contractor's compliance with this Agreement, NHRA will pay the Contractor the Fees for the Services within 30 Business Days of receipt of a correctly rendered invoice.
	2. The Fees include all taxes, duties and charges (except GST) imposed or levied anywhere in the world in connection with the performance of the Services and all labour, materials and other resource costs incurred by the Contractor to perform the Services.
	3. The Contractor may issue a correctly rendered invoice to NHRA at the times specified in Schedule 2.  An invoice is correctly rendered for the purpose of this Agreement if the invoice meets the requirements specified in Schedule 1.
	4. NHRA will only reimburse the Contractor for expenses that are necessarily incurred to perform the Services and where the Contractor has obtained written approval from NHRA before incurring the expense.
	5. Payment of an invoice by NHRA is payment on account only and does not constitute approval or acceptance of the Services.
	6. NHRA may set off any amount owed to the Contractor by NHRA against any amount payable or claimed to be payable by the Contractor to NHRA whether under this Agreement or otherwise. NHRA will notify the Contractor if making a set off under this clause.
4. **Non Conforming Services**
	1. The Contractor must immediately notify NHRA if it becomes aware of (or suspects) any error or omission in the performance of the Services and must promptly rectify such error or omission at its own cost.
	2. Without limiting any other remedy available to NHRA, if the Contractor fails to perform the Services in accordance with this Agreement (**Non Conforming Services**), NHRA may direct the Contractor to correct the Non Conforming Services within the period stated in the direction and the Contractor must comply with the direction at its own cost.
	3. If Non Conforming Services are not able to be corrected under clause 4.2, NHRA may correct itself, or have corrected by a third party, the Non Conforming Services and the Contractor must reimburse NHRA for all costs incurred by NHRA to correct the Non Conforming Services.
	4. NHRA is not required to pay for any Non-Conforming Services unless and until those Services are corrected by the Contractor.
5. **Access, safety, equipment and cyber security**
	1. When performing the Services, the Contractor must, and must ensure that its Personnel:
		1. comply with all occupational health and safety Laws or any other applicable guidelines, regulations, policies or procedures (**OHS Requirements**); and
		2. protect and maintain the security of NHRA's premises, facilities, equipment, information systems, data, information and material and comply with all NHRA policies and procedures.
		3. Do all things necessary to ensure NHRA’s data, information, information systems and equipment are protected from unauthorised use or access by a third party or misuse, damage or destruction.
	2. The Contractor must immediately notify NHRA of any act, fact or circumstances which may give rise to a breach of any OHS Requirement or if the Contractor becomes aware of any actual or suspected **Cyber Incident.**
	3. The Contractor must comply with any directions issued by NHRA in connection with OHS requirement or a Cyber Incident.
	4. Unless otherwise stated in Schedule 2, the Contractor must supply all equipment, facilities and other items and materials necessary to perform the Services. All equipment must be properly maintained and be appropriate for the purpose for which it is used or intended to be used.

1. **Confidentiality**
	1. The Contractor must not, during or after this Agreement, disclose, or cause or permit the disclosure to any person of, any Confidential Information except:
		1. with NHRA's prior written consent;
		2. if required by Law; or
		3. to its Personnel on a need to know basis for the purposes of this Agreement.
	2. The Contractor must only use the Confidential Information in connection with the performance of its obligations under this Agreement.
	3. On termination or expiry of this Agreement or at the request of NHRA the Contractor must return or destroy (at NHRA’s direction) all Confidential Information including copies of Confidential Information (stored in any medium) which is in its possession or control or in possession or control of its Personnel.
	4. The Contractor must ensure that its Personnel do not do or omit to do anything which, if done by the Contractor, would be a breach of this clause.
	5. If the Contractor becomes aware of a suspected or actual breach of this clause by the Contractor or its Personnel, the Contractor must promptly notify NHRA and take reasonable steps required to prevent or stop the suspected or actual breach.
	6. If requested by NHRA, the Contractor must ensure that its Personnel who are authorised to have access to Confidential Information sign a confidentiality deed in a form acceptable to NHRA.

1. **Privacy**
	1. The Contractor agrees to be bound by the Australian Privacy Principles and any applicable code of practice under the Privacy Act (**Privacy Obligations**) with respect to any act done or practice engaged in by the Contractor for the purpose of this Agreement in the same way and to the same extent as NHRA would have been bound by the Privacy Obligations in respect of that act or practice had it been directly done or engaged in by NHRA.
	2. The Contractor must:
		1. not do anything with any Personal Information that will cause the Contractor or NHRA to breach any Privacy Laws;
		2. notify NHRA within 3 Business Days of becoming aware of any actual or suspected breach of any Privacy Laws or an investigation by an Information Commissioner under any Privacy Laws; and
		3. comply with any reasonable direction of NHRA to assist to resolve any complaint made under any Privacy Laws.

1. **Intellectual Property Rights**
	1. NHRA owns all Developed Material with effect from the date of its creation and the Contractor irrevocably and unconditionally assigns to NHRA, including by way of an assignment of future Intellectual Property Rights, all of its Intellectual Property Rights in the Developed Material on creation.
	2. Subject to clause 6, NHRA grants the Contractor a non-exclusive, royalty-free licence to use the Developed Material solely for the purpose of performing the Services. This licence automatically expires on expiry or termination of this Agreement.
	3. On request or on expiry or termination of this Agreement, the Contractor must promptly provide NHRA with a complete copy of all Developed Material.
	4. The Contractor grants NHRA a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence (including the right to sub-license) to use, copy, reproduce, publish, modify, adapt, distribute, communicate and create derivative works from the Existing Material to the extent necessary to fully exercise its rights in the Developed Material.
	5. This clause does not affect ownership of the Intellectual Property Rights in NHRA Material which remains the property of NHRA at all times.
	6. NHRA grants to the Contractor a non-exclusive, royalty-free licence to use the NHRA Material solely for the purpose of performing the Services and the extent necessary for the Contractor’s to meet their obligations in clause 8.4 and 8.8 if NHRA Material forms part of the Developed Material. This licence automatically expires on expiry or termination of this Agreement.
	7. The Contractor warrants that it has or will procure from all Personnel who have Intellectual Property Rights in the Developed Material a written assignment of all of those Intellectual Property Rights as necessary to give effect to clause 8.1 and an irrevocable written consent to NHRA doing, or omitting to do, any act or omission in relation to any copyright works in the Developed Material (including any act or omission which might have otherwise affected the 'Moral Rights' of the authors of the 'Works' (as those terms are defined in the *Copyright Act 1968* (Cth)).
	8. The Contractor warrants and represents to NHRA that:
		1. it has the right to assign the Developed Material and licence the Existing Material to NHRA in accordance with this clause; and
		2. it is entitled to use any Intellectual Property Rights used by it in connection with providing the Services.

1. **Liability**
	1. To the fullest extent permitted by Law, the Contractor indemnifies and agrees to keep NHRA and its Personnel (together, the '**Indemnified**') indemnified from and against all Losses incurred or sustained by the Indemnified (including Losses incurred or sustained in connection with a third party Claim against any of the Indemnified) arising directly or indirectly out of or otherwise in connection this Agreement and:
		1. the death of, disease or injury to, any person caused by or contributed to by the Contractor or its Personnel;
		2. any loss of, or damage to, any property caused or contributed to by the Contractor or its Personnel;
		3. any breach of this Agreement or any Law by the Contractor or its Personnel;
		4. any liability to make payments to any of the Contractor's Personnel engaged in the provision of the Services;
		5. any Claim by any person against the Indemnified alleging that the Developed Material or their use infringes the Intellectual Property Rights of any person; and
		6. any negligent, fraudulent, unlawful, reckless or wilfully wrongful act or omission of the Contractor or any of its Personnel,

except to the extent that the Loss was caused by any negligent act or omission or wilful misconduct of the Indemnified.

* 1. The indemnity in clause 9.1 is a continuing obligation separate and independent from the other obligations of the Contractor and does not limit any other right of the Indemnified or require an Indemnified to incur a cost or expense or make any payment before enforcing the right of indemnity.
	2. Notwithstanding any other provision of this Agreement, in no circumstances will NHRA be liable to the Contractor for any Consequential Loss incurred or suffered by the Contractor as a result of any act, omission or neglect of NHRA.
	3. During the term of this Agreement and for 12 months after it expires, the Contractor must maintain the insurances set out in Schedule 1. On request, the Contractor must provide NHRA with certificates of currency evidencing its compliance with this clause 9.4.

1. **Termination**
	1. Either party may immediately terminate this Agreement by notice in writing to the other party if:
		1. any insolvency event occurs in relation to the other party, if the other party is wound up, dissolved, becomes insolvent or has a liquidator, provisional liquidator, administrator, receiver, manager or receiver and manager appointed; or
		2. if the other party commits a breach of this Agreement and does not remedy the breach within 14 days of receiving written notice of the breach from the other party.
	2. NHRA may in its absolute discretion terminate this Agreement for convenience, without cause, by giving the Contractor 10 Business Days’ notice.
	3. If this Agreement is terminated under this clause 10, NHRA must pay for all Services completed in accordance with the terms of this Agreement as at the effective termination date but is not liable for any other costs in connection with termination of this agreement (including any Loss or consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profits) incurred or suffered by the Contractor).
	4. Termination or expiry of this Agreement will not affect:
		1. the operation of clauses 6, 7, 8, 9, 13.1.3, 13.3 and this clause 10.4, and any other provisions which, by their terms or nature, survive termination or expiry; or
		2. any rights and remedies already accrued by either party under, or in respect of any breach of, this Agreement.

1. **GST**
	1. Words and expressions used in this clause that are not defined in this Agreement have the defined meanings given in the GST Law.
	2. Unless expressly stated otherwise, all consideration payable under this Agreement in relation to any supply is inclusive of GST.
	3. If GST is payable in respect of any supply made under this Agreement, the recipient must pay to the supplier an amount equal to the GST payable on the supply, subject to the recipient receiving a tax invoice in respect of the supply. Payment will be made at the same time and in the same manner as the consideration for the supply is provided.
2. **Modern Slavery**
	1. The Contractor must comply (and ensure its Personnel comply) with the Modern Slavery Laws.
	2. The Contractor confirms it conducts its business in a manner consistent with the principles of the Modern Slavery Laws and is not subject to any investigation, enforcement or conviction involving Modern Slavery.
	3. The Contractor must promptly notify NHRA of any actual or suspected breaches by the Contractor, or its subcontractors, of the Modern Slavery Laws, and agrees to provide NHRA immediately upon request any information and assistance that NHRA may require for compliance with the Modern Slavery Laws.
3. **General**
	1. This Agreement comprises the following, which will be read in the following decreasing order of precedence:
		1. any special conditions specified in Schedule 1;
		2. clauses 1 to 16 (inclusive) of this Agreement;

the Schedules; and

* + 1. any other documents created under this Agreement or incorporated in it by reference.
	1. Unless otherwise approved in writing by NHRA, the Contractor must maintain complete and accurate Records for a period of seven years after expiry or termination of this Agreement. The Contractor must securely store and ensure the integrity of all Records in accordance with all applicable standards issued under the Records Laws.
	2. During the term of this Agreement and for 12 months after its termination or expiry, the Contractor must, within 5 Business Days of receiving a request from NHRA, allow NHRA and its designated representatives access to the Contractor’s facilities and premises to access and take copies of the Contactor’s Records, systems and other documents for the purpose of performing an audit to verify the Contractor’s compliance with this Agreement.
	3. This Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.
	4. If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of NHRA or is within the discretion of NHRA, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by NHRA in its absolute discretion unless express provision to the contrary is made.
	5. This Agreement may only be varied or replaced by a document duly executed by the parties.
	6. This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.
	7. A right relating to this Agreement may only be waived by a written notice signed by the party waiving the right. A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
	8. The Contractor must not subcontract the performance of any of its obligations under this Agreement without the prior written consent of NHRA (which may be granted or withheld in NHRA’s absolute discretion). The Contractor will not, as a result of any subcontracting arrangement, be relieved of any of its obligations under this Agreement and is liable to NHRA for the acts, omissions, defaults and negligence of any subcontractor as though they were acts, omissions, defaults and negligence of the Contractor itself.
	9. The Contractor must not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of NHRA.
	10. NHRA may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the Contractor.  The Contractor must execute such documents and do such things as NHRA may reasonably require to give effect to any such assignment, novation or transfer by NHRA.
	11. No party to this Agreement has the power to obligate or bind any other party. Nothing in this Agreement is to be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between NHRA and the Contractor.
	12. The rights and remedies conferred on a party by this Agreement are in addition to all other rights and remedies of that party.
	13. All notices and communications given under this Agreement must be given in writing and directed to the recipient’s contact person at the postal address or email address stated in Schedule 1(or varied by any notice in writing).
	14. The parties:
		1. agree that this Agreement may be executed by a party using the digital or electronic signature of an authorised representative of the party;
		2. consent to the requirement for execution of this Agreement to be met by the method referred to in clause 13.15.1; and
		3. consent to the exchange of this Agreement via email to the person referred to in Item 5 of Schedule 1.
1. **Additional compliance obligations**
	1. **Fraud**
		1. The Contractor acknowledges that NHRA is a collaborative research centre with partners across a range of State, Territory and Commonwealth government entities. As a result, NHRA has various obligations, including the prevention of Fraud.
		2. The Contractor acknowledges that Fraud in relation to NHRA under this Agreement may constitute Fraud of the Commonwealth.
		3. The Contractor must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Agreement.
		4. The Contractor acknowledges the occurrence of Fraud will constitute a breach of this Agreement.
		5. If an investigation finds that the Contractor or its officers, employees, agents or subcontractors have committed Fraud, or the Contractor has failed to take reasonable steps to prevent Fraud, the Contractor must reimburse or compensate NHRA in full.
	2. **Criminal Code**
		1. The Contractor acknowledges that the giving of false or misleading information to NHRA may be deemed to be the giving of false or misleading information to the Commonwealth, which is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
		2. The Contractor must ensure that its officers, employees, agents and subcontractors engaged in connection with the Agreement are aware of the information contained in this clause.
2. **Definitions**

In this Agreement unless otherwise indicated:

**Agreement** means this NHRA Services Agreement (short form), comprising the documents referred to in clause 13.1.

**Australian Privacy Principles** means the Australian Privacy Principles set out in the Privacy Act.

**Claim** means any claim, allegation, debt, cause of action, liability, proceeding or demand of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent (whether or not the facts, matters or circumstances giving rise to that claim are known to that person or to any other person at the date of this Agreement) and whether at law, in equity, under statute or otherwise.

**Confidential Information** means all information of NHRA of any nature and in any form, which comes into the Contractor’s possession or is made available or otherwise disclosed to the Contractor in connection with this Agreement which is:

* + - 1. about NHRA or any of its operations, dealings, organisation, Personnel, business, strategies, ideas, designs, Intellectual Property Rights, trade secrets or know how;
			2. NHRA Existing Material, NHRA Material, NHRA’s data or Developed Material;
			3. third party information disclosed in confidence;
			4. designated by NHRA as confidential (including the terms of this Agreement);
			5. by its nature confidential; or
			6. known or ought to be known by the Contractor, to be confidential,

but does not include information in the public domain (unless in the public domain due to a breach of confidentiality by any person).

**Consequential Loss means:**

1. any loss of income, profits, revenue, business, business reputation, access to markets, denial of business opportunity or anticipated savings;
2. any loss of or damage to goodwill; or
3. any business interruption, damage to credit rating or payment of liquidated sums or damages under any other agreement.

**Contractor** means the person performing the Services for NHRA under this Agreement, as described in Schedule 1.

**Cyber Incident** means any action taken by a party or a third-party using computer networks that results in actual or potentially adverse effects on NHRA's information systems and/or the data held or owned by NHRA.

**Developed Material** means any Material and Intellectual Property Rights created by or on behalf of the Contractor or its Personnel in the course of, or as a consequence of, performing its obligations under this Agreement.

**End Date** means the date described as such in Schedule 1.

**Existing Material** means any Material and Intellectual Property Rights, other than Developed Material, which is made available, provided or used by a party under this Agreement and includes Third Party Material.

**Fees** means the fees specified in Schedule 2 as payable by NHRA to the Contractor for performance of the Services.

**Fraud** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

**GST Law** has the meaning given in the *A New System (Goods and Services Tax) Act 1999* (Cth).

**Information Commissioner** means the Australian Information Commissioner appointed under the Privacy Actor their equivalent under other Privacy Laws.

**Intellectual Property Rights** means all intellectual property rights at any time recognised by law, including the following rights:

1. patents, copyright (including future copyright), rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), know how, trade secrets, domain names, trade names and any right to have NHRA Confidential Information kept confidential;
2. any application or right to apply for registration of any of the rights referred to in paragraph (a); and
3. all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist anywhere in the world (including Australia),

whether or not such rights are registered or capable of being registered.

**Laws** includes any law in force applying to the provision of the Services or this Agreement, including the common law and equity, regulatory requirements and any applicable standards, codes and guidelines.

**Loss** means any loss, cost, expense, damage or liability however caused whether based in equity, under statute, tort, contract or otherwise.

**Materials** includes documents, papers, models, drawings, materials, transcripts, computer software and programs and consumables.

**Modern Slavery** has the meaning given to that term in the Modern Slavery Laws.

**Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth) and any analogous laws in any other relevant jurisdictions.

**NHRA** means Natural Hazards and Disaster Resilience Research Centre Limited trading as Natural Hazards Research Australia ABN 21 163 137 979.

**NHRA Material** means any Materials (including NHRA Existing Materials) or Intellectual Property Rights provided by NHRA to the Contractor for the purposes of this Agreement.

**Non Conforming Services** has the meaning given in clause 4.2.

**OHS Requirements** has the meaning given in clause 5.1.1.

**Personnel** includes all employees, officers, agents, consultants, contractors, subcontractors and other personnel.

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

**Personal Information** has the meaning given in the Privacy Act.

**Privacy Laws** means the Privacy Act, the *Data Availability and Transparency Act 2022* (Cth) and any other Law which relates to the privacy, confidentiality or use of any information about individuals and with which NHRA or the Contractor must comply.

**Records** means accounts and records of all Services supplied under this Agreement and all associated records including supporting materials.

**Records Laws** means the *Archives Act* 1983 (Cth) and any other Law which relates to the Records with which NHRA or the Contractor must comply.

**Services** means the services described in Schedule 2.

**Start Date** means the date described as such in Schedule 1.

**Third Party Material** means Existing Material which is owned by a third party.

1. **Interpretation**
	1. This Agreement is governed by and is to be construed under the laws of the State of Victoria.
	2. In this Agreement (unless a contrary intention appears):
		1. a person includes the legal personal representatives, successors and permitted assigns of that person;
		2. a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
		3. a reference to Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
		4. a reference to a clause, schedule, annexure or party is a reference to a clause, schedule, annexure or party to this Agreement;
		5. a reference to the singular includes the plural and vice versa and a word indicating a gender includes every other gender;
		6. headings are for convenience only and do not affect the interpretation;
		7. where a word is defined, its other grammatical forms have a corresponding meaning; and
		8. where the expression *including* or *includes* is used it means ‘including but not limited to’ or ‘including without limitation’.
	3. If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.

Signing Page

**Executed** by the parties

|  |  |  |
| --- | --- | --- |
| Executed by **Natural Hazards and Disaster Resilience Research Centre Ltd trading as Natural Hazards Research Australia ACN 163 137 979** by being signed by those persons who are authorised to sign for the Centre: |  | **[Use this signature block for companies and firms. Change to match NHRA style for universities and government entities)**Executed by **[##insert Research Provider ACN ##]** in accordance with section 127(1) of the *Corporations Act* *2001* by being signed by authorised persons for the company: |
| Signature of authorised representative |  | Signature of director |
| Print name of authorised representative |  | Print name of director |
| Signature of witness |  | Signature of director / company secretary |
| Print name of witness |  | Print name of director / company secretary |
| Date |  | Date |

1. Agreement Details

| **Item** | **Description** | **Details** |
| --- | --- | --- |
| 1.
 | **Contractor** |  |
| 1.
 | **Start Date** |  |
| 1.
 | **End Date** |  |
| 1.
 | **Insurance** | **Public liability**Insured amount: $##Period to be maintained: The term of this Agreement and for 12 months following the expiry or termination of this Agreement.**Professional indemnity**Insured amount: $##Period to be maintained: The term of this Agreement and for 12 months following the expiry or termination of this Agreement.**Workers compensation**The amount required by applicable State or Territory Laws.**Cyber Insurance**Insured amount: $##Period to be maintained: The term of this Agreement and for 12 months following the expiry or termination of this Agreement. |
| 1.
 | **Notices**  |
| **NHRA** | Address: | Building 8, RMIT University, 360 Swanston Street, Melbourne, Victoria 3000Wurundjeri Country |
| Email: |  |
| Contract Manager: |  |
| **Contractor** | Address: |  |
| Email: |  |
| Contract Manager: |  |
| 1.
 | **Invoice Requirements** | Invoices must:reference this Agreement;be issued at the time/s permitted in Schedule 2;include the correct invoice amount;provide a description of the Services performed and a breakdown of the Fees being invoiced; if reimbursement is being sought, substantiate the expense being claimed and attaches a copy of the paid invoice for the expense;comply with the requirements of the GST Law; be addressed to the NHRA Contract Manager and sent to:Address: ##***insert postal address***; orEmail: [***##insert email address for receiving invoices or delete if not applicable.***] [***##insert any additional requirements for invoices eg. reference the applicable purchase order number***].  |
|  | **Special Conditions** |  |

1. Services

**Fees**

[***##Choose the appropriate option and delete the others.***]

[***##Option 1: FIXED FEE***] The Contractor will perform the Services for a fixed Fee of $[***##Insert Fixed Fee***].

[***##Option 2 – TIME AND MATERIALS***]

The following time and materials rates will be used to calculate the fees payable to the Contractor for performing the Services. The fees will be capped at *[$## insert*].

|  |  |  |
| --- | --- | --- |
| **Role** | **Hourly rate**  | **Daily rate** |
| [***Insert***] | $[***Insert***] | $[***Insert***] |
|  |  |  |
|  |  |  |

**Special conditions for time and materials rates**

Maximum number of hours per day: ##

Additional hours rate: $## (for hours worked in excess of the maximum number of hours per day specified above)

Minimum call out fee $##

Hours per day included in daily rate: ##

Additional hours rate: $## (for hours worked in excess of the number of hours included in the daily rate)

The Contractor may invoice NHRA for the Fees monthly in arrears, and must provide timesheets with its invoices to substantiate hours or days worked by Personnel.

Where the Services are provided on a time and materials basis, the Contractor:

* may only invoice NHRA for the time actually worked by its Personnel not including travel time, holidays or other leave entitlements; and
* unless otherwise agreed by NHRA, may not invoice NHRA for any additional hours.

**Time for payment of the Fee**

The Contractor may invoice NHRA for the Fee as follows:

**Services and Deliverables**

**Timetable**

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Milestone description** | **Due date**  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Equipment to be provided by NHRA**