

Service Provider Agreement «NOTE: For Services \$21,999 and under»

Parties:

AgriFutures Australia	RURAL INDUSTRIES RESEARCH AND DEVELOPMENT CORPORATION trading as AgriFutures Australia ABN 25 203 754 319 of Building 007, Charles Sturt University, Tooma Way, Wagga Wagga NSW 2650, Australia Attention: «Full Name» Telephone: 02 6923 6900 Title: «Title» Email: «Email»
Supplier	«Company Name» ABN «ABN» of «Address». Attention: «Full Name» Telephone: «Phone Number» Title: «Title» Email: «Email»

AgriFutures Australia agrees to purchase and the Supplier agrees to supply the Goods and/or Services on the terms and conditions set out in this Agreement.

DETAILS

Commencement Date	The Commencement Date of this Agreement is «Day, Date Month Year»
Term	Expiry Date «Day, Date Month Year»
Goods and/or Services	«Description of the Goods / Services» «Or» «Scope of Goods / Services as detailed in the Specification set out in Annexure 1 »
Rates	«Price or Refer to Scope of Services as set out in Annexure 1 »
Terms of Payment	14 Days from the date of invoice.
Orders	<p>AgriFutures Australia will place orders with the Supplier by either telephone or electronically (email or online).</p> <p>Each Order will be subject to the terms of this Agreement and the terms specified in the Order. In the case of inconsistency between the Order and this Agreement, the Order will take precedence.</p>
Delivery Location <i>«Remove row if not purchasing goods»</i>	<p>The Supplier shall deliver the Goods and/or Services to the following location(s), or as otherwise specified on a Purchase Order:</p> <p>«Locations»</p>
Insurances	<p>The Supplier must maintain the following insurances during the Term:</p> <p>(a) Public liability insurance which covers the Supplier, AgriFutures Australia, any contractors or subcontractors employed by the Supplier or any other interested</p>

	<p>parties for their respective liabilities for loss of or damage to property (including loss of use of property which has not been physically damaged or destroyed) and death of or injury to any person for an amount of not less than \$2 million;</p> <p>(b) <i>«Delete if not purchasing services»</i> Professional Liability and Indemnity Insurance policy with an indemnity limit of not less than \$2 million in respect of any one claim.</p> <p>(c) workers' compensation insurance as required under law; and</p> <p>(d) comprehensive and third party motor vehicle insurance for an amount of not less than \$2 million covering personal injury and property damage arising from the use of any motor vehicle or other mobile equipment in the performance of the Goods and/or Services.</p>
<p>Work Health and Safety</p> <p><i>«Remove row if not attending AgriFutures Australia sites»</i></p>	<p>(1) AgriFutures Australia shall provide the Supplier with such access to the Site(s) as is necessary to enable the Supplier to fulfil their obligations under this Agreement, provided that the Supplier shall not interfere with any on-site activities.</p> <p>(2) When on Site, the Supplier must:</p> <ol style="list-style-type: none"> a. comply with all workplace health and safety requirements and any AgriFutures Australia Site safety requirements, including complying with all Workplace Health and Safety Legislation, regulations and codes of practice relevant to the Services; b. adhere to the directions and instructions from AgriFutures Australia Personnel; c. pay appropriate regard to the protection of the environment by taking all reasonable precautions to prevent pollution, damage, or injury to air, soil, water, animal or plant life; d. take all measures necessary to protect people and property; e. avoid unnecessary interference with the passage of people and vehicles; and f. prevent nuisance and unnecessary noise and disturbance. <p>(3) AgriFutures Australia and its Personnel will not be responsible for any damage done to the Supplier's property or to that of any of the Supplier's Personnel or, to the extent permitted by Applicable Law, for any personal injury sustained by any of the Supplier's Personnel occurring on AgriFutures Australia premises except to the extent that such damage or injury is caused directly as a result of AgriFutures Australia's negligence.</p> <p>(4) If required for the performance of the Services, the Supplier must supply the Supplier's Personnel with adequate and appropriate protective clothing and safety equipment that shall include but not be limited to safety helmets, ear muffs or other suitable hearing protection, eye protection, safety shoes or boots and overalls.</p> <p>(5) The Service Provider shall ensure that the Service Provider's Personnel are not under the influence of any alcohol, drug or other intoxicating or mind-altering substance while they are providing the Services.</p>
<p>Terms and Conditions of Purchase</p>	<p>This supply of Goods and/or Services set out in this Agreement is governed by the Purchase Terms and Condition set out at https://www.agrifutures.com.au/wp-</p>

	<p>content/uploads/2019/08/AgriFutures-Terms-and-Conditions-of-Purchase-2019.pdf (together with, the Purchase Terms).</p> <p>To the extent any condition in this Agreement conflicts with a condition in the Purchase Terms, the conditions in this Agreement will prevail. Further, this Agreement and the Purchase Terms supersede and prevail over any and all standard terms of supply (including invoice terms) of the Supplier.</p>
<p>You are requested to return two (2) signed copies of this Agreement within five (5) working days of receipt.</p>	

EXECUTED as an Agreement.

Signed for and on behalf of **RURAL INDUSTRIES RESEARCH AND DEVELOPMENT CORPORATION trading as AgriFutures Australia** ABN 25 203 754 319 by its authorised representative:

Signed for and on behalf of **«Insert Details»** ABN «ABN» by its authorised representative:

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Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name of Authorised Representative
(BLOCK LETTERS)

.....
Name of Authorised Representative
(BLOCK LETTERS)

.....
Date

.....
Date

The person signing for and on behalf of the Supplier warrants that he/she has full authority to enter into this Agreement for and behalf of the Supplier.

ANNEXURE 1 – Specification of Services

«Insert Details»