



## AGREEMENT FOR THE PROVISION OF ANALYTICAL SERVICES

The Contracting Party requires certain laboratory analytical services described below. La Trobe University A.B.N. 64 804 735 113 ("the University") has agreed to provide the services upon the terms and conditions detailed below and attached.

**Contracting Party:** \_\_\_\_\_ ("the Contracting Party")

ABN:

of

*Address for Notices*

Facsimile \_\_\_\_\_

### Laboratory Analytical Services

The University has agreed to provide the following laboratory analytical services ("the Services")

*Tick the relevant box*

Description of Services as follows:

or

as attached.

**University's Address for Notices:**

Facsimile

**Fees Payable to the University (including time of payment):**

**SIGNED** for and on behalf of the University

**SIGNED** for and on behalf of the Contracting Party

\_\_\_\_\_

\_\_\_\_\_

**Dated:**

## TERMS AND CONDITIONS

### 1 Services

1.1 The University shall provide the Services at the times and in the manner specified in this Agreement.

### 2 Payment

2.1 The Contracting Party shall pay the University the fees specified in this Agreement at the times specified. The University may withhold any results arising from the provision of the Services until payment has been received.

2.2 In this clause terms have the meanings given those expressions in the A New Tax System (Goods and Services Tax) Act 1999. The fees payable and any other consideration under this Agreement are exclusive of GST. If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Any reimbursement of expenses under this Agreement will be net of input tax credits (if any) to which the party is entitled. The recipient may be required to withhold from any payment it is to make to the supplier such amount required by section 12-190 of Schedule 1 to the Taxation Administration Act 1953 unless the supplier has, on or before the time payment is due, provided the recipient with an invoice or other document quoting the supplier's correct ABN.

### 3 Unavoidable Delay

3.1 A party to this Agreement shall not be entitled to exercise its rights and remedies upon the default of the other party if that default is caused by an act or event that is beyond the reasonable control of that other party or was not reasonably foreseeable at the time this Agreement was entered into.

### 4 Liability

4.1 Subject to clause 4.2, the University shall not be liable to the Contracting Party for any loss or damage howsoever arising whether in contract, tort or otherwise and makes no warranty whether express or implied in relation to the provision of the Services.

4.2 Where an Act of Parliament implies in this Agreement any term condition or warranty which cannot be excluded restricted or modified such term condition or warranty shall be deemed to be included in this Agreement provided that the University's liability for a breach of such term condition or warranty is, at the option of the University, restricted to the supply of the Services again or the cost of supplying the Services again.

4.3 The University shall not be liable and the Contracting Party shall ensure that the University shall not be liable to any third party for any loss, injury, damage, costs or penalties that any third party may suffer as a result of the Contracting Party providing any material relating to the Services to a third party. The Contracting Party shall indemnify and hold harmless the University from and against any loss, damage, costs or penalties that the University may sustain or incur as a result of the Contracting Party providing any material relating to the Services to a third party. In this Agreement the term "material" includes results, documents, equipment, software, goods, information and data stored by any means.

4.4 The Contracting Party shall make available to the University all relevant information documents and other particulars to enable the University to provide the Services. The Contracting Party must notify the University of any material or substance which may cause injury or harm to any person involved in the provision of the Services. The Contracting Party shall indemnify and keep indemnified the University from and against any loss, costs, expenses, demands or liability whether direct or indirect arising out of or in any way connected to any act, neglect or default of the Contracting Party.

4.5 The indemnities referred to in sub-clauses 4.3 and 4.4 shall survive the expiration or termination of this Agreement.

### 5 Use of Reports and Confidential Information

5.1 The Contracting Party acknowledges and agrees that the use of any report produced by the University or any part of the report or use of the name "La Trobe University", the name of any unit of the University or the name of the person performing the Services on behalf of the University in direct or in indirect advertising or publicity is strictly forbidden.

5.2 The parties agree that all confidential information obtained from each other in the course of performing the Services will be treated as confidential and shall not be disclosed to any third party unless required by law without the prior written consent of the other party.

### 6 Termination

6.1 Either party may by written notice immediately terminate this Agreement if the other party is in breach of any terms of this Agreement and the breach is not remedied within thirty (30) days of a notice from the complaining party specifying the breach and requiring its remedy.

### 7 General

7.1 This Agreement shall be governed by the laws of Victoria and may only be varied by the further written agreement of the parties. If a party to this Agreement consists of more than one person those persons shall be jointly and severally bound under this Agreement.

7.2 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.