

**SERVICES AGREEMENT  
Australia**

**THIS AGREEMENT** dated [REDACTED] 2009 is made between:

- (1) Microsoft Institute Pty Limited ABN 68 003 871 412 ("**Microsoft**"); and
- (2) [REDACTED] (Company registration no.: [REDACTED]) of [REDACTED]  
(the "**Contractor**").

**1 APPOINTMENT AND DUTIES**

**1.1 Services.**

The Contractor must provide services to Microsoft, including those services described in **Part 2** of the **Schedule** (the "**Services**"), on the terms and conditions of this Agreement.

**1.2 Employees.**

The Contractor must:

- (a) deploy its own employees in providing the Services (those employees of the Contractor so deployed, the "**Dedicated Employees**");
- (b) ensure that all Dedicated Employees perform the Services according to the terms and conditions of this Agreement;
- (c) deploy the Dedicated Employees exclusively in providing the Services and not for any other job(s) or contract(s) for the Contractor or for third parties; and
- (d) at all times, make available the Dedicated Employees more particularly described in **Part 1** of the **Schedule** ("**Nominated Personnel**") in providing the Services.

**1.3 Replacement of Dedicated Employees**

- (a) The Contractor may, at any time, replace any Dedicated Employee with another employee with equal or higher skills and personal attributes.
- (b) Microsoft may, at any time acting reasonably, require the Contractor to, in which case the Contractor must, remove or replace one or more Dedicated Employee(s) with another employee(s) approved by Microsoft.

**1.4 Employee Costs.**

The Contractor is responsible for payment of all and any costs and liabilities associated with its employment of Dedicated Employees, including but not limited to salary, income tax, payroll tax, insurance, superannuation, workers' compensation or WorkCover, traffic or other infringements, unless otherwise specified in this Agreement ("**Employee Costs**").

### 1.5 **Anticipated Costs.**

Promptly on the execution of this Agreement, the Contractor must provide Microsoft with a detailed breakdown of all costs anticipated to be charged by the Contractor to Microsoft in relation to the provision of Services for the term of this Agreement. Microsoft's obligation to comply with **Clause 3** is contingent on Microsoft's approval of those anticipated costs. To the extent Microsoft is liable under this Agreement to reimburse the Contractor for any costs that the Contractor has incurred with a third party, Microsoft will only be liable to reimburse the Contractor for the GST exclusive amount of those costs.

### 1.6 **Warranties.**

The Contractor warrants that it and all Dedicated Employees:

- (a) have the requisite skills and resources to perform the Services;
- (b) are able to perform all requirements of the Services in a manner which is safe and without risk to their health and that any factors or circumstances which might impede on such performance (including, without limitation, pre-existing injuries) will be fully disclosed in writing to Microsoft by the Contractor and/or Dedicated Employees (as applicable) prior to the commencement of the performance of the Services;
- (c) will perform the Services to the highest standards of professionalism and skill and otherwise in accordance with the standards required by Microsoft from time to time, including without limitation any standards specified in **Appendix B**, including as that document may be amended from time to time;
- (d) will perform the Services in such a manner as to not adversely affect the reputation and goodwill of Microsoft or its business associates;
- (e) not used;
- (f) will comply with all applicable laws and regulations in performing the Services; and
- (g) will maintain proper and accurate records relating to the provision of all aspects of the Services during the term of this Agreement and for 7 years after that.

### 1.7 **Review of Contractor's records.**

Microsoft may:

- (a) review the records referred to in **Clause 1.6(g)** and **Clause 3.4(a)** at all reasonable times;
- (b) copy all or part of those records as it may, in its sole discretion, determine; and
- (c) take away any such copied material.

### 1.8 **Training.**

The Contractor must, at its expense, provide appropriate training for Dedicated Employees, if required by Microsoft, in order to enable the Contractor to meet its obligations under **Clause 1.4**. Microsoft may at Microsoft's cost, from time to time, provide to Dedicated Employees such training as it considers necessary and desirable to further Microsoft's objectives under this Agreement.

### 1.9 **Equipment.**

- (a) Microsoft may, at its sole discretion, provide products, equipment or other assistance to the Contractor for the purpose of the Contractor providing the Services.
- (b) The Contractor may make such products, equipment or other assistance available to one or more Dedicated Employees.
- (c) Any products or equipment provided to the Contractor by Microsoft pursuant to **Clause 1.9(a)** shall remain the sole property of Microsoft, and must, on Microsoft's request, be returned promptly to Microsoft in good order (fair wear and tear excepted).
- (d) Any products or other assistance provided by Microsoft to the Contractor for the purpose of the Contractor providing the Services shall be utilised by the Contractor for that purpose alone.

### 1.10 **Reduction in scope of Services.**

- (a) Microsoft may give the Contractor notice that it requires the Contractor to cease providing, either permanently or temporarily, one or more elements of the Services. In that case, Microsoft shall be required to pay the Contractor only that amount of fees relating to the actual provision of those element(s) of the Services to the date of such notice as is reasonably determined by Microsoft in consultation with the Contractor.
- (b) In the circumstances described in **Clause 1.10(a)** and other than is provided for in that clause, Microsoft shall not be liable for any costs whatsoever associated with or consequent on it requiring the Contractor to cease providing element(s) of the Services.

### 1.11 **Microsoft's Right to Contract with Third Party for Services.**

The Contractor expressly acknowledges and agrees that the parties have entered into this Agreement on the basis that Microsoft may, in its absolute discretion, acquire services similar to or identical to the Services from third parties. Without limitation, if Microsoft gives the Contractor notice under **Clause 1.10(a)** that it requires the Contractor to cease providing one or more elements of the Services, Microsoft may acquire similar or identical services from a third party without recourse by or compensation to the Contractor.

### 1.12 **Additional Services.**

Microsoft may, from time to time, require the Contractor to perform additional services ("**Additional Services**"), and shall pay the Contractor on a time and materials basis at the rates set out in **paragraph (b)** of **Part 3** of the **Schedule** and in accordance with a pre-agreed estimate. Additional Services shall only comprise services clearly identifiable as falling outside the description of Services in **paragraphs (a) and (b)** of **Part 2** of the **Schedule**, and capable of being defined as a separate short term project over and above the general scope of the Services. Nothing in this Agreement will prevent Microsoft obtaining Additional Services from a third party at any time and for any reason. If Additional Services are to be provided by the Contractor, the parties shall complete and sign a form substantially in accordance with the form set out in **Appendix C**.

## 2 **TERM**

Subject to **Clause 10**, this Agreement shall commence on the date of its signature by both parties, and shall continue for a 12-month period subject to earlier termination hereunder. After that, the parties shall review the Agreement to determine whether to renew it. Any renewal of this Agreement shall be for a minimum 12-month period and agreed by the parties in writing.

### **3 PAYMENT OF FEES AND EXPENSES**

#### **3.1 Fees.**

Subject to the issue of a valid Microsoft Purchase Order by Microsoft and to Contractor's satisfactory performance of its obligations under that Purchase Order and this Agreement, Microsoft shall pay to the Contractor the fees set out in **Part 3** of the **Schedule**. For the avoidance of doubt, Microsoft shall be under no obligation to pay any invoice which does not quote a valid Microsoft Purchase Order Number.

#### **3.2 GST.**

Unless a fee or amount stated to be payable under this Agreement clearly states that it is GST exclusive, it will be considered GST inclusive. If a fee or amount (which is considered to be GST exclusive by operation of this **Clause 3.2**) stated in the Agreement is consideration for a taxable supply, the relevant supplier will be able to recover its GST liability from the other party (recipient) in respect of that supply. The recipient must pay the GST in addition to and at the same time as payment for the taxable supply is required to be made. Where relevant, the Contractor will comply with the requirements of Part VB of the *Trade Practices Act 1974* (Commonwealth) and will demonstrate such compliance upon reasonable request by Microsoft. Except where the contrary intention appears, expressions used in **clause 3** have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

#### **3.3 Invoices.**

The Contractor must invoice Microsoft in respect of its provision of the Services in every calendar month in arrears no later than the first day of each succeeding calendar month. Subject to **Clauses 1.10, 3.1** and **3.5** and **Part 3** of the **Schedule**, Microsoft shall pay all invoices within 30 days of receipt. Any invoice rendered which includes an amount payable on account of GST must satisfy the requirements of a GST compliant tax invoice. Despite anything else in this Agreement, Microsoft will not be required to pay any amount invoiced or claimed on account of GST until it is satisfied such tax invoice has been received.

#### **3.4 Records.**

- (a) The Contractor must keep proper and accurate records of all facts, matters and circumstances which relate to Employee Costs during the term of this Agreement and for 7 years after that.
- (b) The Contractor must provide to Microsoft promptly at the end of each calendar month during the term of this Agreement a detailed written report of all Employee Costs for the previous calendar month.

#### **3.5 Costs of Attending Additional Meetings.**

If Microsoft requests the participation and attendance of one or more of the Dedicated Employees at any meeting not specified in the Services, Microsoft will reimburse the Contractor for all of its reasonable costs incurred in providing the participation and attendance of those Dedicated Employees. The Contractor must obtain prior written approval from Microsoft for any expense incurred under this **Clause 3.5**.

### **4 VARIATIONS**

Except as expressly provided for in this Agreement, no variation or amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each party.

### **5 NOT USED**

## **6 RELATIONSHIP**

### **6.1 Principal/Independent Contractor.**

The relationship between Microsoft and the Contractor is that of principal and independent contractor. Nothing in this Agreement shall be taken as constituting the Contractor an employee or agent of Microsoft.

### **6.2 Mutual Acknowledgements.**

The Contractor and Microsoft acknowledge that:

- (a) neither is the legal representative, agent, joint venturer or partner of the other for any purposes; and
- (b) neither of them has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied, on behalf of the other or to bind the other in any respect.

### **6.3 Contractor's Acknowledgement.**

Without limitation to **Clause 6.2(b)**, the Contractor acknowledges that neither it nor the Dedicated Employees nor any of them shall be entitled to make representations or give or purport to give warranties either on their own behalf or on behalf of Microsoft, Microsoft Corporation or any other person or entity to any person other than as authorised by Microsoft or Microsoft Corporation, as the case may be.

### **6.4 Microsoft's Acknowledgement.**

Microsoft acknowledges that it may (subject to the terms and conditions of this Agreement) exercise only such supervision or control over the Contractor as is appropriate to the relationship of principal and independent contractor.

## **7 INDEMNITY**

### **7.1 The Contractor indemnifies, and agrees to keep indemnified, Microsoft from and against:**

- (a) all liability for Employee Costs, as defined in **clause 1.4** above, and any costs, penalties, interest and expenses that are paid or payable by Microsoft as a consequence of the Contractor or any one or more of the Dedicated Employees being or being deemed to be an employee of Microsoft, or as a consequence of any payments made by Microsoft to the Contractor being or being deemed to be wages or salary within the meaning of any Act or Regulation;
- (b) all claims, proceedings, damages, losses, costs and expenses arising as a consequence of:
  - (i) any wrongful or negligent act of omission of the Contractor, the Dedicated Employees or any of them; and
  - (ii) any breach of the Contractor's obligations under this Agreement including, without limitation, any breach of **Clauses 6.2(b)** or **6.3** concerning representations or warranties made or given by the Contractor, the Dedicated Employees or any of them in respect of products and/or services; and
- (c) all claims, proceedings, damages, losses, costs and expenses arising from injury to Microsoft or its employees, contractors or agents or damage to or loss of any property of Microsoft as a consequence of any wrongful or negligent act or omission of the Contractor, its employees, contractors and agents.

7.2 The Contractor indemnifies the IP Beneficiary from and against all claims, proceedings, damages, losses, costs and expenses arising as a consequence of any breach of the Contractor's obligations under clause 12.

## 8 CONFIDENTIALITY

8.1 (a) The Contractor must not use or disclose, other than for the sole purpose of performing the Services, any secret and confidential information relating to Microsoft or to any of its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Commonwealth)) disclosed to the Contractor by Microsoft or by any of Microsoft's related corporations or which the Contractor may otherwise acquire.

(b) Without limitation to **Clause 8.1(a)**, the Contractor acknowledges that all information relating to Microsoft's customers, whether recorded in Microsoft's database or otherwise, is confidential to Microsoft and that any ownership in respect of such information resides in Microsoft.

8.2 The Contractor understands and acknowledges that all information relating to Microsoft or its related bodies corporate which is disclosed to or acquired by the Contractor as contemplated by **Clause 8.1** is secret and confidential unless:

(a) it is in the public domain at the time of disclosure;

(b) it comes into the public domain other than as a result of a wrongful act or omission on the part of the Contractor or any one or more of the Contractor's employee(s); or

(c) it is disclosed to the Contractor by a third party in circumstances which do not involve a breach of any obligation of confidentiality owed to Microsoft or to any of Microsoft's related bodies corporate.

8.3 The Contractor must, on request from Microsoft and, in any event, on the expiry or termination of this Agreement, return to Microsoft all documents, notes and other materials obtained directly or indirectly from Microsoft or any of Microsoft's related corporations, or prepared by or for or on behalf of the Contractor, which contain secret and confidential information belonging to Microsoft or any of Microsoft's related corporations, including all copies of such documents, notes and other materials.

## 9. PRIVACY

9.1 The Contractor agrees to:

(a) comply with any Privacy law:

(i) by which it is bound;

(ii) by which Microsoft is bound and of which Microsoft notifies the Contractor as if the Contractor was bound; and

(iii) in relation to the Personal Information;

(b) use the Personal Information only for the purpose of fulfilling its obligations under this Agreement;

(c) restrict access to the Personal Information to employees who need to access the Personal Information to fulfil the Contractors' obligations under this Agreement;

- (d) not disclose any Personal Information to a third party without Microsoft's consent, unless the third party is the individual to whom the Personal Information relates;
- (e) deal with the Personal Information as directed by Microsoft, provided that the direction will not cause the Contractor to breach a Privacy law by which it is bound;
- (f) take all reasonable steps specified by Microsoft to ensure that individuals are made aware of all matters specified by Microsoft where, in the course of performing its obligations under this Agreement, the Contractor:
  - (i) collects Personal Information from those individuals; or
  - (ii) collects Personal Information about those individuals from someone else;
- (g) take all reasonable steps to ensure that the Personal Information is protected against misuse and loss, or unauthorised access, modification or disclosure;
- (h) not do anything with the Personal Information that will cause Microsoft to breach any Privacy law; and
- (i) notify Microsoft immediately if it becomes aware that:
  - (i) a disclosure of Personal Information has been made in breach of this clause or any Privacy law;
  - (ii) a disclosure of Personal Information may be required by law;
  - (iii) the Privacy Commissioner is investigating the Contractor's or Microsoft's acts or practices in relation to the Personal Information;
  - (iv) an individual has made a request to the Contractor for access to Personal Information,and in each case, cooperate with Microsoft in responding to the situation.

9.2 For the purpose of this **Clause 9**:

- (a) "Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which is received by the Contractor from any source as a consequence of the performance of its rights and obligations under this Agreement.
- (b) "Privacy law" means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information.

## **10 TERMINATION**

10.1 If the Contractor has failed to remedy a breach of this Agreement within 14 days of Microsoft's written notification to the Contractor of such breach, Microsoft shall be entitled to terminate this Agreement without further reference or notice to the Contractor.

10.2 Notwithstanding any other provision of this Agreement:

- (a) either of Microsoft or the Contractor may terminate this Agreement without cause on 45 days' written notice; and

- (b) Microsoft may terminate this Agreement immediately if Microsoft determines, in its sole discretion, that a business review under **Clause 13** is unsatisfactory for any reason.

10.3 The provisions of **Clauses 7 and 8** shall survive the expiration or earlier termination of this Agreement, however such termination occurs.

## **11 FORCE MAJEURE**

11.1 Neither Microsoft nor the Contractor shall be responsible to the other for delays or failures in performance resulting from acts beyond its control, but each shall use its best endeavours to minimise such delays.

11.2 Where a party's ability to meet its obligations under this Agreement is adversely affected by an act beyond its control, it must immediately notify the other party of that circumstance, and must provide its best estimate of the extent and duration of such adverse affect.

## **12 TRADEMARKS, SERVICE MARKS AND COPYRIGHT**

12.1 This Agreement does not constitute a trade mark or service mark licence. The Contractor acknowledges that:

- (a) the trade mark and trade name "**Microsoft**", and all trade marks and trade names derived from it, and the trade marks used in association with Microsoft products ("**Trade Marks**") are the exclusive property of Microsoft Corporation or one of its affiliated companies; and
- (b) the Contractor is not entitled, either by implication or otherwise, to any title in or use of the Trade Marks, except in accordance with the express written permission of Microsoft, such permission to be given or withheld at the sole discretion of Microsoft.

12.2 (a) Except as otherwise agreed to by the parties in writing, the Contractor acknowledges that:

- (i) any and all works or processes developed by the Contractor in the course of the delivery of Services under this Agreement ("**Works**") even if such Works have been developed by the Contractor's Employees (including but not limited to the Nominated Personnel), have been specifically ordered and commissioned by Microsoft; and
  - (ii) all intellectual property rights, including patents, copyright, trade marks, designs, trade secrets, eligible layout rights, inventions, confidential information, know-how, research, data, improvements in procedure and any other proprietary rights ("**Intellectual Property Rights**") in the Works shall vest in or be assigned to the IP Beneficiary upon their creation.
- (b) Subject to clause 12.2(c), the Contractor irrevocably assigns, transfers and conveys to the IP Beneficiary, its successors and assigns, the Contractor's entire legal and beneficial right, title and interest in the Intellectual Property Rights in the Works. This assignment is deemed to take effect from the date of creation of the Work.
  - (c) The Contractor hereby irrevocably licences on a royalty free basis the IP Beneficiary to use, copy, adapt, modify and exploit Contractor background Intellectual Property Rights embedded in the Works
  - (d) The Contractor agrees to do such further acts and execute and deliver to Microsoft such instruments and documents as may be required to perfect, register or enforce the IP Beneficiary's ownership of the rights so conveyed. If the Contractor fails or refuses to execute any such instruments and documents, the Contractor appoints Microsoft as the Contractor's attorney to act on the Contractor's behalf solely for the purpose of executing such instruments

and documents. This appointment shall be irrevocable and deemed to be a power provided for valuable consideration.

- 12.3 The Contractor must procure from any person who is an author of any existing or future copyright work which is assigned to the IP Beneficiary under this Agreement:
- (a) a written consent authorising the IP Beneficiary, its successors and assigns, to exercise all rights subsisting in those copyright works including (but not limited to) the right to use, deal with, publicly perform, communicate, reproduce, transmit, publish, exhibit, modify or adapt the copyright works:
    - (i) without attribution of authorship; and
    - (ii) even if the exercise of such rights constitutes “derogatory treatment” under section 195AJ of the Copyright Act 1968 (Commonwealth) which may be prejudicial to the author of the copyright work; and
  - (b) if required by Microsoft, an unconditional and irrevocable waiver of all Moral Rights in respect of such copyright works to which the author may be or may become entitled overseas.

“**Moral Rights**” means moral rights under Part IX of the Copyright Act 1968 (Commonwealth) or any other analogous rights, that exist, or that may come to exist, anywhere in the world.

- 12.4 “**IP Beneficiary**” means the entity nominated by Microsoft to the Contractor from time to time in accordance with this clause, and as at the commencement of this Agreement shall be the Commonwealth of Australia as represented by the Government 2.0 Taskforce.

- 12.5 The Contractor agrees and acknowledges that the IP Beneficiary is entitled to enforce its rights under this **Clause 12** to the extent permissible at law.

### 13 BUSINESS REVIEW

The parties acknowledge that their business relationship, including the terms and conditions of this Agreement, are subject to business reviews on a quarterly basis or such other lesser period as may be agreed between the parties. Without prejudice to Microsoft’s right of termination pursuant to **Clause 10.2(b)**, the parties shall negotiate in good faith to modify or redefine their relationship in terms of the nature, scope and cost of the Services if those periodic business reviews demonstrate, in the reasonable opinion of either party, that it is necessary.

### 14 NOTICES

- 14.1 All notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by fax or courier to the party at its address shown on the first page of this Agreement.
- 14.2 Either party may from time to time designate by written notice to the other party a substitute address which it desires to be used for service. Service of any notices may also be made personally.

### 15 GOVERNING LAW

This Agreement will be governed by the laws of Australia, and the parties submit to the non-exclusive jurisdiction of the courts sitting in the Australian Capital Territory.

## 16 ENTIRE AGREEMENT

This Agreement:

- (a) constitutes the entire agreement between the parties; and
- (b) supersedes all prior and contemporaneous agreements or communications, with respect to its subject matter.

## 17 WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.

## 18 SEVERANCE

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.

## 19 RIGHTS ENURE

The rights and obligations under this Agreement shall enure to the benefit of the successors and assigns of the parties. However, the Contractor may not assign any rights or obligations under this Agreement without the prior written consent of Microsoft.

## 20 COSTS

In any suit or action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

## 21 INTERPRETATION

Unless the context otherwise indicates:

- (a) A reference to this Agreement or another document includes any variation or replacement of either of them.
- (b) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (c) If a provision of this Agreement is inconsistent with the provision of another Agreement between the parties made before the date of this Agreement, the provision of this Agreement prevails.
- (d) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- (e) A reference to this Agreement incorporates a reference to the **Schedule** and all the Appendices to this Agreement.
- (f) References (including defined terms) to the singular include the plural and *vice versa*.

**EXECUTED** in Agreement in Australia by the duly appointed officers of the respective parties.

**SIGNED** for and on behalf of )

**MICROSOFT INSTITUTE PTY LIMITED** )  
ABN 68 003 871 412 )

by its duly appointed officer ) .....  
in the presence of: ) Officer

..... Witness

..... Name of Witness (print)

**SIGNED** for and on behalf of )

[.....] )  
ABN [.....] )

by its duly appointed officer ) .....  
in the presence of: ) Officer

..... Witness

..... Name of Witness (print)

**SCHEDULE**

**Part 1**

**Nominated Personnel:**

[TO BE COMPLETED. Include the names of those Dedicated Employees (ie. those employees of the Contractor deployed to provide the Services) that must be made available at all times pursuant to clause 1.2(d).  
Note: This Schedule may therefore not include ALL Employees of the Contractor who will be involved in performing the Services]

## SCHEDULE

### Part 2

#### Services:

The Services are:

- (a) Those described in [Tender document, Service proposal or detailed description of the Services (Choose one option)], a copy of which constitutes **Appendix B**.
- (b) Except as set out in paragraph (c) below, such services as may be required by Microsoft from time to time, as notified by Microsoft orally through meetings with Nominated Personnel (which meetings shall be facilitated by the Contractor at the request of Microsoft), such notice being agreed by the parties to constitute notice to the Contractor for the purposes of this Agreement.
- (c) Such additional services under **Clause 1.12** as may be required by Microsoft from time to time, as notified by Microsoft to the Contractor either in writing or orally and subsequently confirmed in writing, utilising the Additional Service Notification Form which constitutes **Appendix C** ("**Additional Services Notification Form**").

**SCHEDULE**

**Part 3**

**Fees:**

- (a) In respect of the Services (other than Additional Services):

Up to a GST inclusive maximum of \$[ ] per calendar month.

- (b) In respect of Additional Services:

As set out on the relevant Additional Services Notification Form, acceptance of which by the Contractor shall constitute acceptance of the fee proposed by Microsoft in consideration of the Contractor providing the Additional Services described in such Additional Services Notification Form.

It is expressly acknowledged by the parties that Additional Services of a minor or incidental nature will attract no fee.

**APPENDIX A**

NOT USED.

**APPENDIX B**

**[ATTACH (Schedule, Part 2)]**

[Attach the Tender document, Service proposal or a detailed description of the Services as required by Part 2 of the Schedule]

**APPENDIX C**

**ADDITIONAL SERVICES NOTIFICATION FORM**

**Date of Notice:** [Insert date that the Additional Services are requested]

**Description of Additional Services required:** [Include those Services requested from time to time which fall outside the description of the Services in Part 2 of the Schedule, paragraphs (a) and (b)]

**Period during which Additional Services are required:** [Insert dates]

**Proposed fee:** [insert fee which is payable on a time and materials basis as required by clause 1.2. State whether the amount is GST inclusive or exclusive]

**Special conditions (if any):** [eg. particular employees required to perform services etc]

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(Signature of Microsoft Manager)