

SPUR Location Grants Program
GRANT FUNDING AND PARTICIPATION AGREEMENT
(INSERT REF)

Date of Agreement _____

BETWEEN

The Western Australian Land Information Authority (ABN 86 574 793 858) a body corporate established by the *Land Information Authority Act 2006*, trading as Landgate of 1 Midland Square, Midland Western Australia 6056 (“**Landgate**”)

AND [name of Recipient] (ABN) of [address] (“**Recipient**”)

Background

- (A) Landgate is sponsoring six grants of \$25,000 each as part of the SPUR Location Grants Program (Program) to promote and assist the development of Western Australian based, innovative location information products and services. DevelopmentWA is co-sponsoring one of the grants to the amount of \$10,000 as part of the Program. The Program is intended to deliver value to the land and property sector and the State of Western Australia by using location data to support land and property functions with the focus on spatial development.
- (B) The Recipient has been selected by Landgate as an approved applicant and will receive a SPUR Location Grant in the sum of \$25,000 (Grant) and the opportunity to participate in the Program in accordance with the terms of this Agreement.
- (C) Landgate will make the entire Grant available to the Recipient within 30 business days of the Commencement Date of this Agreement, subject to the Recipient providing Landgate with a valid tax invoice and completed Supplier Creation Amendment Form.
- (D) The Recipient accepts the Grant may only be used for the Approved Purpose during the Project Period and the Recipient must provide Landgate with copies of receipts for all related expenditure in accordance with the terms of this Agreement. Failure to do so will mean all or part of the Grant must be repaid to Landgate.
- (E) The Recipient agrees to be included in Landgate’s promotional material and will acknowledge Landgate and the SPUR Location Grant Program, in all of its products and services related to the Project.
- (F) The Recipient agrees to attend the Program information sessions as set out in the Program Timetable. Failure to do so may mean all or part of the Grant must be repaid to Landgate.

TERMS AND CONDITIONS

1. Definition and interpretations

The following words and expressions are capitalised in this Agreement and have the meanings assigned to them as shown below, except where the context implies otherwise.

Accelerator Program Timetable	Means the SPUR Location Grant Program Timetable as set out on Landgate's website https://www0.landgate.wa.gov.au/business-and-government/spur
Agreement	Means this document and includes any Schedule, Annexure or other document incorporated by reference into this document.
Application	Means the Recipient's application submitted by the Recipient to Landgate seeking participation in the Program.
Approved Purpose	Means the purpose for which the Grant may be used, as detailed in Item 4 of the Schedule.
Business Days	Means any day other than a Saturday, Sunday or public holiday in Western Australia.
Commencement Date	Means the date of execution of this Agreement, as specified on the first page.
Confidential Information	Means information that: <ul style="list-style-type: none"> (a) is by its nature confidential; (b) is designated in writing by Landgate as confidential; (c) the Recipient knows or reasonably ought to know is confidential, and includes: <ul style="list-style-type: none"> (i) Information comprised in or relating to any Intellectual Property Rights of Landgate or the State of Western Australia; (ii) Landgate information to which the Recipient has access, other than information referred to in (i), which has actual or potential commercial value to Landgate; (iii) Information relating to internal management, computing operations, personnel, policies, strategies, practices and procedures of Landgate and/or the Government of the State of Western Australia and any information in the Recipient's possession relating to the <i>Western Australian Public Sector</i>; and (iv) Information in the Recipient's possession relating to Landgate's customers, clients or suppliers; (v) Any information shared between the Parties to this Agreement, pursuant to this Agreement, including the final terms of this Agreement; (vi) The contents of any documentation supplied by Landgate to the Recipient.
Final Report	Means a detailed evaluation of the Project's short-term and long-term outcomes provided to Landgate by the Recipient at the end of the Project Period.
Funds Acquittal	Means the financial acquittal of the Grant. The funds acquittal forms part of the Final Report and must be accompanied by invoices and receipts.
Grant	Means the SPUR Location Grant which has been approved by Landgate and available to the Recipient as part of the Program for the sum set out in Item 4 in the Schedule.
GST Act	Means <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
Intellectual Property Rights	Means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 11.
Party	Means a signatory to this Agreement, either Landgate or the Recipient.
Program	Means the SPUR Location Grant Program run by Landgate which provides financial assistance to support WA-based individuals and businesses to develop innovative location data based products and services.
Project	The work specified in the Recipient's Application.
Project Partners	Means the Department of Finance, Development WA, the Department of Local Government Sports and Cultural Industries, the Department of Planning, Lands and Heritage, Geoscience Australia and Innovation Central Curtin University,
Project Period	Means the period of six months commencing from the Commencement Date.
Recipient	Means the party named in this Agreement.
Schedule	Means the Schedule to this Agreement.
Supplier Creation Amendment Form	Means the document entitled "Supplier Creation Amendment Form.pdf" attached to the email sent to the Recipient by Landgate confirming the Recipient's successful selection for the Program.
Tax Invoice	Means a tax invoice as defined in the GST Act.
Term	Means the duration of this Agreement, as further defined in clause 15 of this Agreement.

Use of SPUR and Landgate logo

Means the document entitled "Use of SPUR and Landgate logo.pdf" attached to the email sent to the Recipient by Landgate confirming the Recipient's successful selection for the Program.

2. Interpretation

In this Agreement, unless the contrary intention appears:

- (a) Words importing the singular include the plural and vice versa and words denoting a given gender include all other genders;
- (b) Reference to a person or third party includes an individual, the estate of an individual, a partnership, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated);
- (c) References to any person or to any Party to this Agreement will include that person's or Party's personal representatives, executors, administrators, predecessors, successors and permitted assigns;
- (d) Reference to a Party includes that Party's board members, officers, employees, consultants, agents and invitees;
- (e) Where any word or phrase is given a defined meaning, any other part of speech or grammatical form of such word or phrase has a corresponding meaning;
- (f) Headings and bold print are for convenience only and do not affect interpretation;
- (g) A reference to a statute, ordinance, code or other law includes regulations, by-laws, rules and other statutory instruments for the time being in force and consolidations, amendments, re-enactments or replacements of any of them;
- (h) A reference to any agreement or document is a reference to that agreement or document as amended, supplemented or replaced from time to time;
- (i) Where a Party to this Agreement is more than one person, they are jointly and severally liable under the terms of this Agreement;
- (j) If a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (k) References to time are to Western Standard Time or Western Daylight Time, in Perth, Western Australia;
- (l) Where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (m) References to currency are to Australian currency unless otherwise stated;
- (n) When the day or last day for doing an act is not a Business Day in the place where that act is to be done, then the day or last day for doing the act will be the directly preceding Business Day in the place where that act is to be done;
- (o) Any Schedule, Annexure or document entered into pursuant to this Agreement whether executed at the time of entering into this Agreement or later during the Term of this Agreement, is incorporated into and forms part of this Agreement; and
- (p) No decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it, will be deemed to have been made by Landgate, unless in writing and at its sole discretion, except where otherwise expressly provided in this Agreement.

Landgate's Obligations

3. Grant of Money

- 3.1 Landgate will pay to the Recipient the Grant, plus GST if applicable, in accordance with sub-clauses 3.2 and 3.3 below.
- 3.2 The Grant is payable within 30 days of the Commencement Date, subject to the Recipient providing Landgate with a valid tax invoice, completed Supplier Creation Amendment Form and with proof of currency for the required insurance as set out in Item 5 of the Schedule.
- 3.3 The Grant will be paid via electronic funds transfer to the Recipient, to the account details supplied in the completed Supplier Creation Amendment Form.

Recipient's Obligations

4. Application of Funds

- 4.1** The Recipient may only use the Grant for the Approved Purpose set out in Item 4 of the Schedule.
- 4.2** If the Recipient wishes to use the Grant for any other activities than those specified in the Approved Purpose, the Recipient must seek Landgate's prior written approval. Landgate maintains the right to decline such requests.
- 4.3** The Recipient must:
- (a) contribute or comply with all monetary and other obligations specified for the Recipient in this Agreement, including but not limited to those specified in the Schedule;
 - (b) comply throughout the Project Period with all warranties and representations made in the Application;
 - (c) always act ethically in connection with this Agreement and in accordance with good corporate governance practices;
 - (d) act in good faith at all times towards Landgate and the Project Partners and provide assistance and co-operation as practicable, on request by Landgate;
 - (e) not demean, defame or otherwise denigrate Landgate or the Project Partners;
 - (f) comply with all State and Commonwealth laws relevant to this Agreement; and
 - (g) use its best endeavours to ensure that none of its employees, consultants or agents cause the Recipient to breach this Agreement.

5. Project Period

- 5.1** The Recipient must complete the Project within the Project Period.
- 5.2** An additional three calendar months may be added to the Project Period, at Landgate's absolute discretion, without the need for a variation agreement. However, the Recipient must seek Landgate's approval and obtain written confirmation by email.

6. Representations

- 6.1** The Recipient warrants that all representations, undertakings, promises, projections and warranties given under or in connection with the Project, Application and this Agreement are true and correct.
- 6.2** If representations made by the Recipient prove to be incorrect, incomplete, false, or misleading, Landgate may, at any time and in accordance with sub-clause 6.1 above, require the Recipient to repay all or part of the Grant within 14 days.

7. Conduct of Project

- 7.1** The Applicant must carry out the Project in accordance with this Agreement.
- 7.2** The Recipient is solely responsible for ensuring that any work undertaken on the Project is completed to a satisfactory standard and complies with any relevant legislation.

8. Reporting

- 8.1** Within 30 days of the end of the Project Period, the Recipient must submit a Final Report to Landgate and a Funds Acquittal including invoices and receipts. The Final Report and Funds

Acquittal must be completed in the Final Report template which shall be provided to the Recipient at the completion of the Project Period.

- 8.2 Any unspent Grant monies must be returned to Landgate within 30 days of lodging the Final Report. Further details and instructions for the remittance of unspent funds, including any GST adjustment, are included in the Final Report template.
- 8.3 Landgate reserves the right to request from the Recipient, a progress report at or around the mid-point of the Project Period.
- 8.4 Recipients may be required to provide further feedback within 36 calendar months of the end of the Project Period to assist Landgate assess the benefits of the Program.
- 8.5 This clause 8 will survive termination of this Agreement.

9. Record Keeping and Audits

- 9.1 The Recipient must keep all invoices and receipts for expenses paid for with the Grant. Copies shall be required to be submitted to Landgate with the Funds Acquittal.
- 9.2 The Recipient must, if required by Landgate at any time, permit Landgate to conduct a review or audit of the Project including the use of the Grant. Landgate will give the Recipient at least seven days' written notice of its intention prior to such a review or audit. The Recipient agrees to fully cooperate with any request for assistance, information and records pursuant to such a review.
- 9.3 If the Recipient breaches the Approved Purpose and has used the Grant for activities that have not been approved by Landgate, the Recipient must:
 - (a) repay up to 100 per cent of the total Grant within 14 days, with the amount to be repaid at the discretion of Landgate; and
 - (b) repay Landgate for the cost of the audit.

10. Acknowledgement

- 10.1 The Recipient agrees to acknowledge Landgate and Landgate's support in all publications, media (including social media) and promotional material relating to the Project. Logos will be provided to the Recipient for such use, subject to clause 12 of this Agreement.
- 10.2 If requested, the Recipient agrees to participate in public promotions of the Program and provide testimonials and feedback for use by Landgate in its promotional material.

General Conditions

11. Intellectual Property Rights

- 11.1 Landgate will have no ownership over new or existing material created by and used by the Recipient under this Agreement.
- 11.2 The Recipient must ensure that in carrying out the Project it does not infringe the Intellectual Property Rights of any person or organisation and indemnifies Landgate from any such claim.
- 11.3 The Recipient will promptly report to Landgate any known or suspected infringement of the Intellectual Property Rights referred to in sub-clause 11.2.

12. Trademarks and Logos

- 12.1 The Recipient acknowledges that trademarks and logos owned by Landgate may not be used in any manner, without Landgate's prior written consent.
- 12.2 The Recipient understands and agrees to abide by the conditions found in the "Use of the SPUR and Landgate logo" document.

13. Disclaimer and Warranty

- 13.1** The Recipient acknowledges and agrees that, other than as expressly provided for in this Agreement and to the extent permitted by law:
- (a) no warranty, condition, description or representation is given by Landgate, in relation to any documentation, services and/or software provided in conjunction with this Agreement; and
 - (b) all representations, warranties, terms and conditions whether express or implied by use, statute or otherwise, in relation to the state, quality or fitness for purpose of any documentation, services and/or software provided in conjunction with this Agreement, are excluded.
- 13.2** Notwithstanding the preceding clause, Landgate's liability for any breach of terms implied by legislation which cannot be excluded, will be limited to the extent permitted by law and at the option of Landgate.
- 13.3** Notwithstanding anything else in this Agreement, the Recipient must ensure that Landgate will not be held liable for any loss or damages claimed by third parties arising from or in connection with the Recipient's outputs.
- 13.4** The Recipient will indemnify and keep Landgate indemnified against any loss, cost or expense which Landgate may sustain or incur as a consequence of all claims, actions, demands, or suits arising from the use of this Grant, or from the Project.
- 13.5** The Recipient agrees to keep Landgate indemnified against all costs, expenses and liabilities whatsoever, arising out of or in connection with any claim that carrying out the Project by the Recipient infringes the Intellectual Property Rights of any person or organisation.
- 13.6** The indemnity referred to in this clause 13 survives the expiration or termination of this Agreement.

14. Insurance

- 14.1** The Recipient must take out and maintain at its sole expense for the Term the insurance policies set out in Item 5 of the Schedule.
- 14.2** The Recipient must notify Landgate immediately of any cancellation or non-renewal of the insurance policies referred to in this clause.
- 14.3** Landgate may, in its absolute discretion, subject to the provision of 60 days' notice, reasonably require the Recipient to increase the level of insurance obtained by the Recipient, as referred to in this clause.
- 14.4** The Recipient must provide to Landgate:
- (a) a certificate of currency or other policy documentation as deemed reasonably necessary by Landgate, as evidence of the insurance held by the Recipient to meet the requirements of this clause; and
 - (b) during the Term, a copy of each annual renewal of the Recipient's certificate of currency, on receipt from their insurer.

15. Term of Agreement

- 15.1** The Term of this Agreement commences on the Commencement Date and continues for the duration of the Project Period but may be immediately terminated by either Party by giving written notice to the other Party in the circumstances set out in clause 16.

16. Termination and Breach

- 16.1** Either party may terminate this Agreement immediately by notice in writing to the other Party if the other Party:
- (a) breaches any term of this Agreement which cannot be remedied; or
 - (b) breaches any term of this Agreement and fails to remedy the breach within 10 business days of written notice requiring it to do so.
- 16.2** If the Recipient is wound up, dissolved, becomes insolvent or has a liquidator, administrator, receiver, manager or receiver and manager appointed, Landgate may immediately terminate this Agreement, by notice in writing to the Recipient.
- 16.3** If the Recipient is in breach and the Agreement is terminated by Landgate, the Recipient must:
- (a) repay the Grant within 10 business days, or as otherwise specified by Landgate;
 - (b) complete a Final Report and Funds Acquittal on the Project, in accordance with clause 8, above.
- 16.4** If Landgate is in breach and the Agreement is terminated by the Recipient, the Recipient must submit a Final Report within 30 business days (including a Funds Acquittal) from the termination date, with any unspent Grant monies to be repaid to Landgate within another 30 business days.

17. Waiver

- 17.1** Failure or neglect by either Party to enforce at any time any of the provisions of this Agreement will not be construed as or deemed to be a waiver of that Party's rights under this Agreement.

18. Entire Agreement

- 18.1** This Agreement constitutes the entire Agreement between the Recipient and Landgate and supersedes any prior representations, understandings, warranties or agreements that relate to this subject matter.

19. Governing Law

- 19.1** This Agreement shall be governed by and construed according to the laws of Western Australia.

20. Goods and Services Tax (GST)

- 20.1** The Recipient warrants that it has an Australian Business Number (ABN) and is GST compliant.
- 20.2** Landgate warrants that it has an ABN and is registered for GST.
- 20.3** In this Agreement, the terms 'supply', 'registered', 'Tax Invoice' and 'GST' have the same meaning as in the GST Act.

21. Confidentiality

- 21.1** Both Parties must not use or disclose (directly or indirectly) the other Party's Confidential Information, unless for the purposes of this Agreement and where:
- (a) the other Party gives consent; or
 - (b) when required to do so by law.
- 21.2** This clause 21 will survive termination of this Agreement.

22. Privacy

- 22.1** The Recipient agrees to:
- (a) comply with the requirements of Landgate's Privacy Policy, particularly in relation to its handling of personal information, as defined in such Policy, including the collection, use, disclosure and security of such information;
 - (b) comply with any other reasonable direction relating to privacy given by Landgate.
- 22.2** Landgate will not be responsible for any actions, claims, cost, proceedings, suits or demands whatsoever arising out of any breach of applicable privacy legislation by the Recipient.
- 22.3** The Recipient will provide any assistance requested by Landgate in relation to an investigation of an alleged contravention of applicable privacy legislation by the Recipient.
- 22.4** This clause 22 will survive termination of this Agreement.

23. Dispute Resolution

- 23.1** Before resorting to external dispute resolution mechanisms, the Parties must attempt to settle by negotiation in good faith, any dispute in relation to this Agreement and where practicable, each Party will refer the matter to personnel who have authority to intervene and direct some form of resolution.
- 23.2** Either Party may give the other Party formal notice in writing of a dispute and if the dispute is not settled within 10 Business Days, it must be submitted to the dispute resolution process described in clauses 23.3 – 23.5 below.
- 23.3** It is agreed by both Parties that the dispute resolution process will first consist of mediation.
- 23.4** In the absence of agreement, the mediation will be conducted by a single mediator. The mediator is to be appointed by the *President of the Law Society of Western Australia* within 10 Business Days of request for appointment by one Party to the other. During the mediation:
- (a) the Parties may not be represented by legal practitioners;
 - (b) the mediator will determine the process for mediation;
 - (c) the costs of the mediation will be shared equally by the Parties.
- 23.5** If the dispute remains unresolved after 30 days and both Parties have made genuine attempts to resolve the dispute in accordance with the preceding sub-clauses, either Party may then have recourse to the courts.

24. Variation

- 24.1** The Agreement may only be varied in writing by the Parties. Any variation of the Approved Purpose outlined in Item 4 of the Schedule will require written approval from Landgate and a Deed of Variation will need to be signed by both Parties.

25. Force Majeure

- 25.1** A Party to this Agreement will not be entitled to exercise its rights and remedies upon the default of the other Party if that default:
- (a) is caused by an act or event beyond the reasonable control of that other Party;
 - (b) continues for greater than one month;
 - (c) was not reasonably foreseeable at the time this Agreement was entered into.

- 25.2 Both Parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental legislation or if any other cause beyond the reasonable control of the Parties renders performance of the Agreement impossible.
- 25.3 In the event that the preceding two sub-clauses apply then neither Party will be in breach of its obligations which it cannot fulfil as a result of that event. As soon as a Party believes an occurrence has occurred of the type stated in those sub-clauses, it must notify the other Party.
- 25.4 If the situation specified in sub-clauses 25.1 or 25.2 occurs, the Recipient must comply as though the Agreement is being terminated under clause 16.3 above.

26. Conflict of Interest

- 26.1 The Recipient must disclose to Landgate, any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to this Agreement or the performance of this Agreement by the Recipient.
- 26.2 Landgate may, in its discretion, terminate the Agreement if it considers that the Recipient has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to the performance of the Agreement by the Recipient.

27. No Bribe, Inducement or Offer of Employment

- 27.1 The Recipient must not, without the prior written consent of Landgate, directly or indirectly approach or communicate with any officer or employee of Landgate having any connection or involvement with the Agreement, for:
- (a) an offer of employment; or
 - (b) availability of employment,
- with the Recipient or any related entity.
- 27.2 The Recipient must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of Landgate in connection with the Agreement.

28. Assignment and Sub-Contracting

- 28.1 The Recipient may not assign, transfer or sub-contract its rights under this Agreement unless it has first obtained the written consent of Landgate, whose consent may be withheld with absolute discretion.
- 28.2 If the Recipient is a corporation (other than a public company as defined in the *Corporations Act 2001 (Cth)*), the Recipient is deemed to have assigned the Agreement if:
- (a) anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Recipient to another person; or
 - (b) there is any change in control of the Recipient within the meaning of the *Corporations Act 2001 (Cth)*.
- 28.3 Any assignee or similar must comply with the representations made by the Recipient in its Application, prior to Landgate approving any assignment, transfer, sub-contract or similar.
- 28.4 In addition to sub-clause 28.1, the Recipient must not sub-contract its rights under this Agreement in whole or in part, unless:
- (a) the relevant terms and conditions of this Agreement also apply to any sub-contractor (except for the Grant set out in the Schedule);
 - (b) the Recipient ensures that Landgate will be permitted to inspect any sub-contractor's contracts, accounts and records which arise from or relate to this Agreement;
 - (c) the Recipient remains entirely responsible for the acts or omissions of any sub-contractor under or in connection with this Agreement;

- (d) the Recipient indemnifies Landgate fully for any loss it suffers or against any third party liability it incurs, that is caused or contributed to by an act or omission of a sub-contractor;
 - (e) the Recipient informs all sub-contractors (or similar), that the contractual relationship between the Recipient and Landgate does not impose any express or implied legal obligation of any nature whatsoever, in contract or by any other means, on the part of Landgate to the sub-contractor; and
 - (f) the business details of any sub-contractor are advised to Landgate in writing and updated in the same manner whenever the details change.
- 28.5** Landgate may withdraw its consent to any or all of the Recipient's sub-contractors at any time by Notice and the Recipient must terminate the sub-contractors concerned within seven days of the date of such Notice.
- 28.6** If Landgate withdraws its consent to any sub-contractor in accordance with the preceding clause, Landgate may also (acting in its absolute discretion):
- (a) terminate this Agreement in accordance with clause 16 above; and
 - (b) terminate any other contracts it has with the Recipient.
- 28.7** Neither Landgate, nor the Western Australian Government, will be subject to any claim for damages or any other loss, for any contracts terminated under this clause.

Landgate's Execution:

Signed for and on behalf of *the Western Australian Land Information Authority*
 in accordance with authorisation under section 88 of the *Land Information Authority Act 2006*, in the presence of:

Name

Date: / /

 Signature of Witness

 Name of Witness (print)

Date: / /

Recipient's 's Execution:

Executed by(ABN.....) in accordance with section 127 of the *Corporations Act 2001*:

Signature of Director

Signature of Director / Company Secretary

Name of Director (print)

Name (print)

Date: / /

Date: / /

Executed by(ABN.....) in accordance with section 127 of the *Corporations Act 2001*:

Signature of Sole Director/Sole Secretary

Name of Sole Director/Sole Secretary (print)

Date: / /

SAMPLE

Schedule

Item	Item Title	Condition
1.	Commencement Date	Date of this Agreement
2.	Expected Completion Date	As per the project plan submitted in the application provided that the completion date is no later than six months after the commencement Date
3.	Landgate Contact	Project Support Joanne Daniel SPUR Grant Coordinator E: joanne.daniel@landgate.wa.gov.au
4.	Approved Purpose & Grant	Approved Purpose
		Grant \$25,000
5.	Insurance	<p>The following insurance is required under this Agreement.</p> <p>(a) All statutory workers' compensation insurance required by law.</p> <p>(b) Products and public liability insurance with an insurer approved by the Australian Prudential Regulation Authority ("APRA"), for an amount of:</p> <ul style="list-style-type: none"> • not less than \$10,000,000 for any one occurrence; • unlimited in the number of occurrences happening in the period of insurance for public liability; • limited in the annual aggregate to \$10,000,000 for products liability. <p>(c) Professional indemnity insurance with an insurer approved by APRA, covering the Recipient's liability arising out of any act, negligence, error or omission made or done by or on behalf of the Recipient, including its employees, agents and sub-contractors, in connection with this Agreement for a sum insured of at least \$5,000,000 for any one claim and in the annual aggregate with a provision of one automatic reinstatement of the full sum insured in any period of insurance.</p> <p>Professional indemnity insurance must:</p> <p>(i) be maintained for a period of at least seven years after termination or expiration of this Agreement (or alternatively seven year run-off cover obtained by the Recipient);</p> <p>(ii) include:</p> <ul style="list-style-type: none"> • fraud and dishonesty • defamation • infringement of intellectual property rights • loss of or damage to documents and data • breach of Australian Consumer law • the vicarious liability of Landgate arising out of the Recipient's professional services; and • the vicarious liability of the Recipient arising out of duties of all persons engaged by the Recipient in connection with this Agreement. <p>The Recipient is to provide a copy of the insurance certificate(s) to demonstrate currency for each of the listed insurance policies above. If not required, please provide written professional advice as to why it is not required.</p>