

1. Indemnity

1.1 Without limiting other rights, powers and remedies provided to DNP by law, the Contractor must at all times (during the Term and after the Termination Date) indemnify DNP from and against all Liabilities suffered, sustained or incurred, arising at any time from:

- (a) the breach by the Contractor of the contract;
- (b) a negligent act or omission or wilful misconduct by the Contractor or its personnel;
- (c) a claim made against DNP by the Contractor in respect of relevant legislation concerning workers' conditions (including income tax, workers' compensation, annual leave, long service leave, superannuation, and awards, determinations and agreements of a competent industrial tribunal),

except to the extent that a negligent act or omission or wilful misconduct by DNP caused or contributed to the relevant cost, liability, damage, loss or expense.

1.2 Each indemnity in the contract is a continuing obligation separate and independent from the Contractor's other obligations, and survives termination or expiry of the Contract.

1.3 DNP need not incur expense or make payment before enforcing a right of indemnity under the contract.

2. Insurance

2.1 The Contractor must, so long as obligations remain in connection with the Contract, effect and maintain the following insurances and provide proof of insurance coverage to DNP upon request:

- (a) workers' compensation insurance;
- (b) public liability insurance covering all liabilities in respect of any injury to or death of any person who is not the Contractor's personnel at the time of the occurrence, and all liabilities in respect of any loss, damage or destruction to property not belonging to nor in the care, custody or control of the Contractor, for at least \$20 million for each claim; and
- (c) professional indemnity insurance covering all liabilities in respect of any negligent acts, errors or omissions in the advice or services provided by the Contractor, for at least \$5 million for each claim.

2.2 For the avoidance of doubt, a requirement to maintain insurance does not limit the Contractor's liability in relation to the indemnities in the Contract.

2.3 The Contractor must not direct or allow a variation, cancellation or lapsing of any of the Contractor's Insurances without the prior written consent of the DNP Representative.

2.4 If the Contractor becomes aware of an event that may give rise to a claim involving DNP under any of the Contractor's Insurances, the Contractor must notify DNP and must ensure that DNP is kept fully informed of subsequent action or developments concerning the Claim.

2.5 The Contractor is responsible for the payment of any excess or deductible relating to the Contractor's Insurances, and the Contractor is not entitled to recover from DNP any excess or deductible paid by the Contractor.

2.6 This condition survives expiry or termination of the contract.