



# Subcontract Agreement



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## SUBCONTRACT AGREEMENT

**THIS AGREEMENT** is made on the date specified in the Schedule

### **PARTIES:**

1. The party identified in the Schedule and hereinafter referred to as “**the Prime Contractor**”
2. The party identified in the Schedule and hereinafter referred to as “**the Supplier**”

### **PREAMBLE:**

- A. The Prime Contractor and the Customer have or are to agree on the supply to the Prime Contractor’s Customer of certain products and services pursuant to the Head Contract identified in the Schedule.
- B. The Supplier has agreed to provide the Supplier’s Products/Services referred to in this Subcontract on the terms and conditions of this Subcontract so as to satisfy the Prime Contractor’s obligations in relation thereto under the Head Contract.

### **IT IS AGREED AS FOLLOWS:**

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“**Agreement**” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“**Confidential Information**” means information that is by its nature confidential or is designated by a party as confidential and includes information:

- (a) comprised in or relating to any intellectual property rights of a party;
- (b) relating to the financial position of a party or to any matter that does or may affect the financial position or reputation of a party;