

4. The Contractor confirms they hold appropriate professional indemnity and public liability insurance to cover their work in Fiji.
5. The Contractor will abide by the Contractor Code of Conduct.
6. The Contractor shall completely indemnify the School(s), its students, teachers and the Ministry, its employees, agents or representatives for the following incidences but not limited to:
 - (i) any loss or damage to real property, plant, equipment (including the loss of use thereof) of the Individual or the School(s).
 - (ii) any wilful, unlawful or negligent act or omission occasioned by the Contractor or Contractor's staff, agents and /or representatives resulting in injury, illness or death of any student, teacher, employee of the School(s).
 - (iii) Any claim, action, demand or proceeding made against the Contractor or Contractor's staff, agents and /or representatives by the School(s), or by any student, teacher or any employee of the School(s) in respect of any personal or bodily injury, criminal harm or any loss or damage occasioned as a direct result of the acts and /or omissions by the Contractor or Contractor's staff, agents and /or representatives.

TERMINATION

This Deed shall cease to be of effect upon prior 30 days written notice by the Contractor, the School(s) or the Ministry.

CONFIDENTIALITY

To the extent permitted by law, the parties to this Deed shall hold in complete confidence and shall not disclose or permit to be disclosed to any person other than their professional advisors the terms and conditions of the Deed or any other confidential information which is disclosed or obtained by them in performance of this Deed.

GOVERNING LAW

This Deed shall be governed and construed in all respects in accordance with the laws of Fiji.

REPRESENTATION OF AUTHORITY

Each person signing this deed on behalf of a party represents and warrants that:

- a. He or she is a duly authorised officer of that party and has the legal capacity to execute and deliver this Deed on behalf of that party.
- b. The execution and delivery of this Deed and the performance of that party's obligations under this Deed have received all necessary corporate approvals and that the Deed is valid and legal agreement binding on and enforceable against the party in accordance with its terms.

SIGNED by [INSERT CONTRACTOR NAME]

By its authorised officers

SIGNED by the trustees / authorised officer of the [INSERT SCHOOL(S)]

SIGNED by the Ministry of Education, Heritage and Arts by its authorised officers
