

- (b) prohibit and prevent any Contractor Personnel who does not have the appropriate level of security clearance from gaining access to Customer data;
- (c) without limiting clause 11.8(b), use reasonable endeavours to prevent any unauthorised person from gaining access to Customer data; and
- (d) notify the Customer immediately, and comply with all directions of the Customer, if the Contractor becomes aware of any contravention of the Customer's data security requirements.

11.9 Use of Lobbyists

The Contractor warrants and represents to the Contract Authority and the Customer that any "Lobbyist" (as that term is defined in Public Sector Commissioner's Circular 2009-13 "Public Sector Commissioner's Circular") which can be found at: www.publicsector.wa.gov.au/ that it or any of its officers, employees, agents or sub-contractors has employed, engaged or has otherwise involved, directly or indirectly, in connection with the Head Agreement or a Customer Contract, is duly registered as a "Lobbyist" in terms of that Public Sector Commissioner's Circular and has fully complied with its obligations under it.

11.10 Use of Chlorofluorocarbons

The Contractor must not, in the provision of the Goods, Services and Works, use goods, materials or substances which contain, or were manufactured with, chlorofluorocarbons.

12. PAYMENT AND INVOICING

12.1 Price

The Customer must pay to the Contractor the Price in accordance with this clause 12.

12.2 Variations to Price

If a formula or method for variation of the Price is specified in the Customer Contract, then the Price may only be varied in accordance with that formula or method.

If no formula or method for variation of the Price is specified in the Customer Contract, then the Price is fixed for the Term and cannot be varied unless agreed by the Customer and the Contractor in writing.

