



AGREEMENT CONDITIONS

Fees will be paid monthly in arrears within 30 business days of receipt of a properly rendered tax invoice from you specifying the amount payable, the days worked and any additional information required by law or any relevant taxation requirements. Invoices sent electronically to the University must be in PDF format. In addition, the University will not be required to pay any invoice unless you have provided proof of insurances as specified below in the Insurance section of this letter.

All invoices you issue to the University must include the following information:

- the invoice number;
- the Purchase Order number;
- the amounts payable;
- the date of the invoice and the period of time to which that invoice applies;
- the Services to which that invoice relates;
- any amounts outstanding from previous invoices;
- the University personnel to whom you report and their Faculty/Department/School;
- your ABN (if applicable), address, remittance email address and full banking details; and
- any additional information required by law or pursuant to Australian Taxation Office guidelines to qualify as a tax invoice.

If the University disputes the amount of an invoice submitted by you, the University is not obliged to pay the disputed portion of the invoice until the dispute is resolved. The University must pay all other non-disputed amounts under the invoice in accordance with this agreement, subject to you having cancelled the initial tax invoice with respect to the disputed payment and reissuing a new invoice for those non-disputed amounts.

If, after payment of any Fees by the University, either party becomes aware that the invoice in relation to those Fees has been rendered incorrectly, that party will notify the other party (including details of any payments which the party considers to be in dispute that are the subject of the invoice) and any underpayment or overpayment will be recoverable by or from you (as the case may be), subject to the University's right of set off as described in the following paragraph.

The University may deduct from amounts which may be payable or which may become payable to you, any amount which you are due to pay to the University in connection with the performance of the Services.

If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due and owing by you to the University and the University may:

- set off the balance remaining against any other money due to you by the University under this or any other agreement between you and the University; or
- recover the balance remaining by other avenues available to the University.



INSURANCE

You must maintain for the term of this agreement the following policies of insurance:

- Professional indemnity insurance with limits of not less than \$2 million per claim, and for a period of not less than 7 years after the expiry of this agreement; and
- Public liability with limits of not less than \$2 million for each occurrence throughout the term of this agreement; and
- Worker's compensation as required by law covering all persons directly or indirectly engaged in providing the Services under this agreement.

You must provide the University with certificates of currency from your insurance brokers certifying that you have insurance as required by this agreement.

CONFIDENTIALITY

You agree to:

- keep confidential all Confidential Information other than Confidential Information that you are required to disclose in the course of providing the Services or by law; and
- only use Confidential Information for the purposes of the providing the Services.

"Confidential Information" means:

- (a) any information, however communicated or recorded, relating to the activities of the University or its related entities to which you gain access in the course of, or in connection with, your work with the University including all trade secrets and institutional know-how, information relating to the finances, business affairs, strategies, plans or initiatives of the University or its entities and any other sensitive or commercially valuable information including information relating to students or staff of, and contractors to, the University (including confidential information belonging to a third party); and
- (b) all copies, notes and records based on or incorporating the information referred to in paragraph (a),

but does not include any information that is or becomes public knowledge (other than as a result of a breach of confidentiality by, or involving, you).

INTELLECTUAL PROPERTY

All right, title and interest in any intellectual property rights (IPRs) created in providing the Services are owned by the University and, to the extent needed, you hereby assign any right, title or interest you may have now or in the future in those IPRs to the University.

PERSONAL INFORMATION AND PRIVACY

The University is subject to the *Privacy and Personal Information Protection Act 1998* (NSW) ("**PIIP Act**"). If in the performance of the Services any personal information (as defined by s4 of the PPIP Act) held by the University ("**personal information**"), is disclosed to you, then:

- (a) you may use that personal information only for the purpose of performing the Services;
- (b) you must observe any directions of the University concerning use, storage or security of that personal information; and



- (c) you must not disclose that personal information unless you have been directed to do so by the University and in which instance, you must comply with all directions given by the University in respect of the disclosure.

INDEMNITY

You must indemnify, and keep indemnified, the University against all losses it directly or indirectly sustains or incurs as a result of:

- (a) any negligent, unlawful or wilful act or omission by you;
- (b) any obligation under superannuation guarantee legislation in connection with the Services;
- (c) any infringement of the intellectual property rights or moral rights of a third party;
- (d) any breach of your obligations in relation to personal information, except to the extent that any negligent act or omission of the University contributed to the relevant liability.

CONTRACTOR OBLIGATIONS

You will:

- (a) provide the Services in a careful, diligent, proper and efficient manner in accordance with the highest professional standards, principles and practices applicable to the Services;
- (b) comply with University's Codes of Conduct, by-laws, rules and policies, including those with respect to:
 - (i) work health and safety;
 - (ii) harassment and discrimination;
 - (iii) privacy and personal information;
 - (iv) security;
 - (v) record-keeping and reporting; and
 - (vi) use of University equipment or facilities,copies of which are downloadable from the University's website <http://sydney.edu.au/policies/>

SUSPENSION

Without limiting the parties' other rights under this agreement, if either the University or you are in material breach of this agreement, the other party ("**notifying party**") may, by giving the other party written notice, suspend all of its obligations under this agreement until the other party remedies the breach to the notifying party's satisfaction (acting reasonably). In suspending its obligations in accordance with this paragraph, the notifying party is not in breach of this agreement.



TERMINATION

Termination for convenience

Either party may, acting in good faith, terminate this agreement by giving 14 days written notice to the other party.

Termination for cause

Either party may terminate this agreement effective immediately by giving written notice if the other party:

- commits any material breach of this agreement where that breach is not capable of remedy; or
- commits any material breach of this agreement and fails to remedy the breach to the satisfaction of the notifying party within 7 days after receiving notice requiring it to do so.

Effect of Termination of Agreement

If this agreement is terminated, the University is liable only for Fees for Services rendered before the effective date of termination.

The terms relating to Confidential Information, IPRs and Indemnity continue to operate after the termination of this agreement.

DISCLOSURE OF INFORMATION RELATING TO THIS AGREEMENT

If required or authorised to do so under the *Government Information (Public Access) Act 2009* (NSW) or otherwise, the University will have the right to publish the details of this agreement or, this agreement itself, in the manner required by the applicable legislation.

RELATIONSHIP BETWEEN THE PARTIES

Nothing contained or implied in this letter creates any employment relationship, partnership, agency or trust, and a party has no authority to bind the other party in any way.

You must not represent yourself as an employee, agent or partner of the University.

SEVERANCE

If any term of this agreement is invalid or unenforceable, it may be severed without affecting the enforceability of the remainder of the document.

VARIATION AND ENTIRE AGREEMENT

These terms may be varied only by written agreement between you and an authorised representative of the University. This document embodies the entire understanding between you and the University in relation to your engagement by the University to perform the Services. All previous negotiations, representations or agreements are superseded by this document.

CONFLICT OF INTERESTS

You warrant that to the best of your knowledge, after making diligent inquiry, at the date of signing this agreement no conflict of interests exists or is likely to arise in the performance of your obligations under this agreement. If during the performance of the



Services an actual or threatened conflict of interests arises, or appears likely to arise, you must:

- notify the University immediately in writing;
- make full disclosure of all relevant information relating to the conflict;
- take such steps as the University reasonably requires to resolve or otherwise deal with the conflict.