

The Contractor has represented that it has the requisite experience and skills to provide the Services. La Trobe University A.B.N. 64 804 735 113 ("the University") has agreed to accept the Contractor's offer to provide the Services upon the terms and conditions detailed below and attached.

Contractor: _____ ("the Contractor")

A.B.N. _____

Address for Notices: of _____

Facsimile: _____

Services

The Contractor has agreed to provide the following services ("the Services")

Tick the relevant box

Description of Services as follows (include commencement and completion dates):

or

as attached.

University's Address for Notices:

Facsimile: _____

Notices

All Notices required to be given under this Agreement shall be in writing sent to the address of the party as set out in this Agreement. Any notice may be delivered by post or facsimile.

Insurance:	Public and Products Liability Insurance	-	\$10,000,000
	Professional Indemnity Insurance	-	\$ 1,000,000
	Comprehensive Motor Vehicle Insurance		
	Worker's Compensation (Employer's Liability) Insurance		

The Contractor shall effect and maintain the insurances specified in this Agreement and provide a certificate of currency in respect of those insurances to the University on demand

Fees* Payable to the Contractor (including time of payment):

The fees specified in this Agreement shall be the total amounts payable by the University (exclusive of GST).

SIGNED for and on behalf of the University

SIGNED for and on behalf of the Contractor

Dated: _____

A copy of this signed Agreement must be sent to TAXATION UNIT, FINANCE DEPARTMENT, LA TROBE UNIVERSITY, BUNDOORA to facilitate payment of invoices.

TERMS AND CONDITIONS

1 Services

1.1 The Contractor shall perform the Services at the times and in the manner specified in this Agreement with due care and skill in accordance with the highest professional standards to the satisfaction of the University.

2 Payment

2.1 Subject to clause 1.1, the University shall pay the Contractor the fees specified in this Agreement at the times specified. The Contractor shall submit invoices for amounts payable and the University undertakes to pay such amounts within 30 days from the end of the month in which the invoice was received. Where this Agreement provides that the Contractor is to be paid by progressive payments the University shall be entitled to defer payment of a progressive payment until the Contractor has completed to the satisfaction of the University that part of the Services to which the progressive payment relates.

2.2 In this clause terms have the meanings given those expressions in the *A New Tax System (Goods and Services Tax) Act 1999[Cth]*. Unless otherwise specified, the fees payable and any other consideration under this Agreement are exclusive of GST. If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Any reimbursement of expenses under this Agreement will be net of input tax credits (if any) to which the party is entitled. The recipient may be required to withhold from any payment it is to make to the supplier such amount required by the *Taxation Administration Act 1953[Cth]* unless the supplier has, on or before the time payment is due, provided the recipient with an invoice quoting the supplier's correct ABN.

3 Confidential Information and Privacy

3.1 The Contractor must not disclose personal information (as defined in the *Information Privacy Act 2000[Vic]* ("the IP Act")) or health information (as defined in the *Health Records Act 2000[Vic]* ("the HR Act")) or confidential information to any third party without prior written approval from the University. The Contractor must comply with the Information Privacy Principles in the IP Act and the Health Privacy Principles in the HR Act to the extent that those Principles apply to the types of activities that the Contractor is undertaking under this Agreement, as if the Contractor were an organisation as defined in the IP Act and the HR Act.

4 Intellectual Property

4.1 Intellectual Property in all material developed or produced under this Agreement shall vest in the University. The Contractor warrants that all material developed or produced under this Agreement will be original and will not infringe the intellectual property of third parties and to the best of its knowledge the material will not be defamatory or breach any confidentiality undertaking. The Contractor agrees to indemnify the University against any loss, damage or expense which the University incurs as a result of breach of this warranty. The Contractor shall deliver to the University all material referred to this clause on demand or within five days of the date of termination of this Agreement.

4.2 In relation to any material in which the Contractor or a person involved in the creation of any of the material has a moral right as defined under the *Copyright Act 1968[Cth]*, the Contractor consents, and will procure the consent of any person in a form approved by the University, to the University doing or omitting to do, anything that, but for this consent, would constitute an infringement of those moral rights including, reproducing, publishing, performing, communicating, exhibiting, adapting, altering or using the material with or without attribution of authorship and whether or not such acts may be prejudicial to the author's honour or reputation.

5 Contractor's Status and Compliance with Laws

5.1 This Agreement does not set up or create any agency, employer-employee relationship or a partnership of any kind. The Contractor is an independent contractor and neither the Contractor nor the Contractor's personnel are agents or employees of the University by virtue of this Agreement. The Contractor shall not represent or hold itself out to any third party that it acts as agent employee or partner of the University. The Contractor acknowledges it has sole responsibility in relation to the payment, if any, of superannuation, workers' compensation, wages and taxes incidental to employment in respect of its own personnel. The Contractor must comply with all applicable laws in performing the Services. The Contractor must, when using the University's premises or facilities, comply with all University directions, policies and procedures including without limitation those relating to occupational health and safety and security.

6 Termination

- 6.1 Should the Contractor fail to deliver the Services required or otherwise be in breach of this Agreement, the University may terminate this Agreement by notice in writing to the Contractor.
- 6.2 The University may terminate this Agreement for convenience by giving the Contractor not less than one month's notice in writing at its option, and at any time and for any reason in whole or in part. In the event that the Agreement is terminated under sub-clause 6.2 the University shall pay the Contractor for services rendered before the effective day of termination. The Contractor shall not be entitled to any compensation for loss of profits. The fees payable to the Contractor shall be reduced on a pro-rata basis should the Agreement be terminated as to part under sub-clause 6.2.
- 6.3 The Contractor may terminate this Agreement at any time by giving to the University not less than one month's notice of termination in writing

7 Sub-Contracting or Assignment

- 7.1 The Contractor shall not without the prior written approval of the University sub-contract the performance of any part of the Services to be provided or any rights or obligations under this Agreement. In giving approval the University may impose such conditions as it thinks fit.
- 7.2 Either party may assign any rights or obligations under this Agreement with the consent of the other which consent shall not be unreasonably withheld.
- 7.3 The Contractor shall be fully responsible for carrying out the Services notwithstanding that the Contractor has subcontracted the performance of any part of these Services.

8 Warranty

- 8.1 The Contractor warrants that:
- (a) the Contractor has voluntarily entered into this Agreement;
 - (b) other than as set out in this Agreement, the University has not made any promises, representations or inducements to the Contractor to enter into this Agreement;
 - (c) the Contractor has had full opportunity to consult his or her legal advisers concerning the nature, effect and extent of this Agreement;
 - (d) the Contractor understands its obligations to take out the insurances specified in this Agreement;
- and
- (e) the Contractor is aware that the University is relying on this warranty in entering into this Agreement.

9 Dispute Resolution

- 9.1 The parties agree that if a dispute arises in connection with this Agreement, the party claiming that a dispute has arisen must, before taking any further action, notify the other party in writing specifying the nature of the dispute, what outcome the complainant wants and what action the complainant considers will settle the dispute.

10 General

- 10.1 The Contractor shall indemnify and keep indemnified the University and hold the University harmless from and against any loss, costs, expenses, demands or liability incurred by the University in connection with this Agreement whether direct or indirect arising from or as a consequence of the negligence, wilful misconduct or default of the Contractor, its employees, sub-contractors or agents.
- 10.2 This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes and replaces all prior representations, agreements and understandings in relation to that subject matter. The Agreement may only be varied by the further written agreement of the parties. This Agreement shall be governed by the laws of Victoria.
- 10.3 If a party to this Agreement consists of more than one person those persons shall be jointly and severally bound under this Agreement.
- 10.4 The parties acknowledge that they have had the opportunity of obtaining independent legal advice prior to entering into this Agreement.
- 10.5 Under the *Equal Opportunity Act 1995 [Vic]* ("the EO Act"), it is unlawful to sexually harass another person or to discriminate against another person on the grounds specified in the EO Act. The Contractor acknowledges its obligations under the EO Act and agrees to comply with the EO Act and ensure that its employees and agents comply with the EO Act. The Contractor and its employees and agents must also comply with the University's Sexual Harassment, Harassment and Discrimination Policy and Procedures.
- 10.6 Clauses 3.1, 4.1, 4.2, 8 and 10.1 shall survive the expiration or termination of this Agreement.