



MASTER CONTRACTOR AGREEMENT - Coaching, Executive Coaching, Training and Facilitation Services Ref: UR14/760

University of Technology, Sydney (ABN 77 257 686 961) (UTS)

The Party named in item 2

Date The date of this Agreement is specified in item 1 of Schedule A.

Parties University of Technology, Sydney (ABN 77 257 686 961) of 15 Broadway, Ultimo, Sydney, NSW 2007 (UTS); and

The Party named in item 2 of Schedule A (**Contractor**) and

Collectively the "**Parties**"

It is agreed

1. Master Contractor Agreement for Services

1.1 The Parties have entered or anticipate entering into one or more agreements (each a "Contract") that are or will be governed by this Master Contractor Agreement, including the schedules ("Schedules") and other confirming documentation (each an "Acceptance")

exchanged between the Parties for the purpose of confirming those Contracts. This Master Contractor Agreement and Schedules are together referred to as the Master Contractor Agreement.

1.2 In the event of any inconsistency between this Master Contractor Agreement and the Schedules, the Schedules shall prevail for the purposes of the relevant Contract.

1.3 Each Contract shall be entered into by completing the Schedules to this Master Agreement and any other documentation necessary to create an Acceptance and once the Schedules are signed by an authorised representative of each party, shall be a Contract for the purposes of this Master Contractor Agreement.

1.4 All Contracts are entered into in reliance on the fact that this Master Contractor Agreement and all Acceptances form a single agreement between the Parties because the Parties acknowledge that they would not otherwise enter into the Contracts.

1.5 The Contractor will provide the Services set out in item 4 of Schedule A from the Commencement Date until the Completion Date, unless this Master Contractor Agreement is terminated earlier in accordance with its terms.

1.6 The Contractor warrants, represents and agrees that it and its Personnel:

(a) will provide the Services in a proper, timely and professional manner and with all due care, skill and diligence to the reasonable satisfaction of UTS;

- (b) have the skills, qualifications, expertise and experience necessary to properly provide the Services; and
 - (c) have obtained all licences, permissions and authorisations necessary to provide the Services.
- 1.7 Without limiting the Contractor's status as an independent contractor, when providing the Services, the Contractor agrees that it and its Personnel will comply with:
- (a) all relevant laws including the *University of Technology, Sydney Act 1989 (NSW)* and associated by-laws and rules; and
 - (b) all UTS policies, procedures, instruments and directives which UTS may adopt or vary from time to time, in its absolute discretion, which are relevant to the Services regardless of whether they expressly refer to contractors, including but not limited to:
 - (i) the UTS Code of Conduct;
 - (ii) the Information Technology Security Policy;
 - (iii) the Acceptable Use of Information Technology Facilities Policy;
 - (iv) the Privacy and Protection of Personal Information Vice-Chancellor's Directive;
 - (v) any UTS policy or
- procedure relating to compliance with an Australian Sanctions Law or Defence Trade Controls Law;
- (vi) any work, health and safety policies,
- and any others specified in item 9 of Schedule A.
- 1.8 The Contractor acknowledges that access to current UTS policies and other instruments is available through the UTS website as set out in item 9 of Schedule A.
- 1.9 The Contractor acknowledges and agrees that:
- (a) UTS's policies, procedures, instruments and directives which UTS may adopt from time to time, do not form part of this Master Contractor Agreement and are not intended to be contractual in nature; and
 - (b) UTS may vary or rescind any policies, procedures, instruments and directives from time to time, in its absolute discretion and without any limitation on its capacity to do so.
- 2. Work Health and Safety**
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- 2.1 The Contractor must:
- (a) comply with its work health and safety obligations at law;
 - (b) ensure the health and safety of its Personnel;
 - (c) to the extent it is reasonably practicable, ensure the health and safety of all UTS workers, students and other persons;
 - (d) ensure its Personnel are properly trained and supervised; and
 - (e) comply with all reasonable directions of UTS in relation to work health and safety,

and must ensure its Personnel do the same.

2.2 The Contractor must, if UTS reasonably requests the removal or evacuation of the Contractor or its Personnel from UTS's premises, comply with, and ensure that its Personnel comply with, this request as soon as reasonably practicable.

2.3 The Contractor acknowledges and agrees that the Contractor is solely responsible for providing all Employment Benefits to and in respect of its Personnel and for ensuring its Personnel have the right to work in Australia at all relevant times.

3. Sanctions and defence trade controls

- 3.1 The Contractor warrants that:
- (a) neither the Contractor nor any of its Personnel is a 'designated person or entity' for the purposes of an Australian Sanctions Law; and
 - (b) unless the Contractor has informed UTS otherwise in writing, neither the Contractor nor any of its Personnel is, or has been, a citizen or resident of, or otherwise connected with,

a country in respect of which sanctions apply under an Australian Sanctions Law.

3.2 If UTS determines, acting reasonably and after conducting any necessary investigations, that UTS is or may be exposed to a risk of breaching an Australian Sanctions Law or Defence Trade Controls Law as a result of any activity in which the Contractor is or will be engaged in connection with the provision of the Services, UTS may, at its absolute discretion:

- (a) require the Contractor to comply with any reasonable directions issued by UTS in order to mitigate the risk, including a direction to cease undertaking the activity or to cease the involvement of any of its Personnel in the provision of the Services; or
- (b) terminate this Master Contractor Agreement immediately without notice.

4. Payment for Services

4.1 To receive payment for providing the Services, the Contractor must issue UTS with an Invoice at the times and in accordance with the requirements set out in item 6 of Schedule A.

4.2 The Contractor will not be entitled to receive the Services Fees referable to any Services which were not provided in accordance with the quality standards and time frame reasonably determined by UTS, until these Services are provided to the satisfaction of UTS.

4.3 If specified in item 6 of Schedule A, UTS will reimburse any reasonable out of pocket expenses properly incurred by the

Contractor or its Personnel in the course of providing the Services, for which the Contractor provides UTS with written receipts or vouchers if and when requested (**Reimbursable Expenses**). Otherwise, UTS will not reimburse out of pocket expenses incurred by the Contractor or its Personnel in the course of providing the Services.

4.4 Subject to clause 4.2.3, UTS will pay the Services Fees and Reimbursable Expenses (if item 6 of Schedule A specifies that UTS agrees to reimburse these) plus any applicable GST in satisfaction of the Invoice, within 30 days of receiving the Invoice.

4.5 UTS may deduct from or set off against any moneys payable by UTS to the Contractor, any amounts owing by the Contractor to UTS from time to time.

4.6 The Contractor acknowledges and agrees that it is the responsibility of the Contractor to determine the need for registration and to maintain registration for GST purposes and provide its GST registration number to UTS.

4.7 The Contractor must provide to UTS a statement in the form attached in Schedule B, for each period in which an Invoice is issued by the Contractor. UTS may withhold any payment due to the Contractor under this Master Contractor Agreement until the Contractor complies with this obligation.

5. Insurance

5.1 The Contractor must effect and maintain at its cost, on and from the date it commences providing the Services, the insurances specified in item 7 of Schedule A in a form and with an insurer approved by UTS. Such insurance must be maintained until the date(s) specified in

item 7 of Schedule A.

5.2 The Contractor must immediately notify UTS of any event that could affect the Contractor's insurance coverage or if any insurance required under clause 5.1 is cancelled, voided or allowed to lapse.

5.3 In the event that the Contractor fails to provide the evidence required under clause 5.1 to the satisfaction of UTS, UTS may at its discretion;

(a) effect such insurances as required under clause 5.1 on behalf of the Contractor, and the premiums will be a debt due and payable from the Contractor to UTS and may be deducted from or set off against any moneys owed by UTS to the Contractor; or

(b) terminate this Master Contractor Agreement immediately without notice.

6. Indemnity

6.1 To the extent permitted by law and notwithstanding anything else in this Master Contractor Agreement, the Contractor releases and indemnifies and will keep indemnified UTS and each UTS Entity and their respective agents, officers and employees against:

(a) all damage, liability, claims, demands, proceedings, actions, penalties, expenses and costs (including but not limited to GST and legal fees on a client and solicitor basis and costs of defence or settlement) (**Loss**) which is related to, arises out of, or is in any way associated with any breach of this Master Contractor Agreement or any

- negligent, wilful or wrongful act or omission of the Contractor or its Personnel in providing the Services under this Master Contractor Agreement.
- However, this indemnity does not apply to the extent that any Loss arises from any matters which are finally determined to have resulted from the negligent, wilful or wrongful acts or omissions of UTS or a UTS Entity; and
- (b) any liability, costs or claims relating to the payment of any Employment Benefits made against UTS or any UTS Entity by the Contractor or any of its Personnel and any taxes, levies or costs in relation to those Employment Benefits.
- 6.2 The Contractor indemnifies and will keep indemnified UTS and each UTS Entity and their respective officers, employees and agents against any Loss which is related to, arises out of, or is in any way associated with any obligation to provide Employment Benefits to and in respect of any of its Personnel.
- 6.3 The Contractor must promptly provide written notice to UTS of any event or circumstances in relation to the provision of the Services that may result in a claim against the Contractor or UTS or a UTS Entity. The Contractor must provide UTS with all documents and information requested by UTS in relation to any such claims and keep UTS fully informed of all developments in connection with any such claims.
- 6.4 Each indemnity in this Master Contractor Agreement survives termination or expiry of this Master Contractor Agreement.

7. Intellectual Property

- 7.1 The Contractor assigns to UTS all existing and future Intellectual Property created by the Contractor or its Personnel, whether alone or with a third party in the course of, in connection with providing or arising out of the Services, including where created:
- (a) before this Master Contractor Agreement is signed;
 - (b) using to any extent UTS property, computer systems, resources or Confidential Information; and/or
 - (c) outside working hours or outside the UTS premises (**Contract Intellectual Property**).
- 7.2 The Contractor must disclose, and must ensure that its Personnel disclose to UTS everything in which Contract Intellectual Property may subsist.
- 7.3 The Contractor agrees that to the extent that Contract Intellectual Property contains pre-existing Intellectual Property owned or licensed by the Contractor or its Personnel, the Contractor or its relevant Personnel (as the case may be) will provide UTS with a perpetual, irrevocable, transferable and royalty free licence (including the right to sublicense) to utilise this pre-existing Intellectual Property for the purpose of obtaining the full benefit of the Contract Intellectual Property and the Services.
- 7.4 The Contractor must ensure that it and its Personnel do not use any Intellectual Property licensed or otherwise supplied by UTS to the Contractor or its Personnel or Contract Intellectual Property, for any purpose other than providing the Services to UTS.

7.5 The Contractor warrants that any Intellectual Property supplied by the Contractor for the purpose of providing the Services and its use by UTS or any UTS Entity does not and will not infringe the Intellectual Property rights of any third party.

7.6 The Contractor indemnifies and will keep indemnified UTS and each UTS Entity and their agents, officers and employees against any Loss which is related to, arises out of, or is in any way associated with any claim that any Intellectual Property assigned, licensed or otherwise supplied by the Contractor or its Personnel to UTS or any UTS Entity or its use by UTS or any UTS Entity infringes the Intellectual Property rights of any third party.

7.7 The Contractor must execute and arrange for its Personnel to execute all documents and do all things required to give effect to this clause 7 and to enable UTS, or persons authorised by UTS, to exploit and further assure the rights assigned under clause 7.1.

7.8 This clause continues to apply after this Master Contractor Agreement ceases for any reason.

8. Moral Rights

8.1 The Contractor must procure from the Nominated Representative and any other of its Personnel who are engaged in providing the Services, a Waiver and Consent (in the form of Schedule C) in respect of Moral Rights in any materials or deliverables that are provided to UTS in connection with the Services and in which Intellectual Property rights subsist.

8.2 The Contractor must ensure that UTS, its licensees and successors in title and any other persons authorised by the

foregoing, are at all times entitled to use, reproduce, publish, transmit, communicate, modify and adapt the materials or deliverables that are provided in connection with the Services, in their sole discretion, devoid of any obligation (whether positive or negative) to any person including:

(a) to attribute or not attribute, authorship of any "copyright" material within the meaning of the *Copyright Act 1968* (Cth); or

(b) not to subject or authorise the subjection of any "copyright" material within the meaning of the *Copyright Act 1968* (Cth) to derogatory treatment.

8.3 The Contractor must arrange for those of its Personnel who are engaged in providing the Services to execute any other documents and do all other things required by UTS to give effect to this clause.

8.4 This clause continues to apply after this Master Contractor Agreement ceases for any reason.

9. Confidentiality

9.1 The Contractor must ensure that it and its Personnel take reasonable steps to maintain the confidentiality of the Confidential Information and must not directly or indirectly make use of, copy or disclose to any third party any Confidential Information otherwise than in the performance of the Services, without UTS's prior written consent or as required by law.

9.2 The Contractor must ensure that it and its Personnel immediately notify UTS if it or they become aware of any suspected or actual unauthorised use, copying or

	disclosure of the Confidential Information and must provide such reasonable assistance as required by UTS to deal with such an event, including such assistance as may reasonably be required by UTS in relation to any proceedings UTS may take against any person or entity for unauthorised use, copying or disclosure of Confidential Information.		published on the UTS website at the address set out in item 9 of Schedule A.
9.3	The Contractor must ensure that it and its Personnel do not disclose the terms of this Master Contractor Agreement to any third party without UTS's prior written approval or as reasonably necessary to obtain legal, financial or any other form of professional advice, or as required by law.	10.3	This clause continues to apply after this Master Contractor Agreement ceases for any reason.
9.4	This clause continues to apply after this Master Contractor Agreement ceases for any reason.		
10.	Privacy	11.	Use of UTS name
10.1	In relation to any Personal Information or Sensitive Information which the Contractor or its Personnel receive during the term of this Master Contractor Agreement, the Contractor must ensure that it and its Personnel comply with all obligations regarding the collection, use and disclosure of such information imposed on UTS by privacy and health laws including but not limited to the <i>Privacy Act 1988 (Cth)</i> , the <i>Privacy and Personal Information Protection Act 1998 (NSW)</i> , and all privacy policies, procedures instruments and directives which UTS may adopt, vary or rescind from time to time, in its absolute discretion.	11.1	The Contractor must ensure that it and its Personnel do not: <ul style="list-style-type: none"> (a) use the name or any trademark, logo, business or company name of UTS (whether with or without graphic or photographic or other visual material) without the prior written consent of UTS; (b) apply for or register any trademark, business or company name or internet address containing the name of UTS; or (c) make any inaccurate claims of association with UTS or any UTS Entity.
10.2	The Contractor acknowledges that as at the date of this Master Contractor Agreement, the relevant policies, procedures instruments and directives are	11.2	If UTS consents to the Contractor using UTS's name, trademark, logo, business or company name under clause 11.1, such consent is automatically revoked if UTS terminates this Master Contractor Agreement under clause 13.2.
		11.3	This clause 11 continues to apply after this Master Contractor Agreement ceases for any reason.
		12.	Remedies for breach
		12.1	In the event that the Contractor breaches clauses 7, 9, or 101, the Contractor agrees that damages would not be an adequate remedy and UTS or any other aggrieved party may in addition to obtaining any other remedies, obtain an

injunction restraining any further violation and other equitable relief, without the necessity of showing actual damage, together with recovery of costs.

12.2 Nothing in this clause is intended to limit any other remedy available to UTS.

13. Termination

13.1 UTS may terminate this Master Contractor Agreement at any time by giving at least the number of day's written notice specified in item 9 of Schedule A.

13.2 UTS may terminate this Master Contractor Agreement immediately by providing written notice to the Contractor if:

(a) the Contractor fails to fulfil any of its obligations under this Master Contractor Agreement and does not remedy this failure within one week of receiving written notice to do so, including but not limited to failing to effect and maintain insurance required under this Master Contractor Agreement or failing to follow any reasonable directions to resolve a conflict of interest; or

(b) the Contractor or its Personnel commit any serious or persistent breach of the terms of this Master Contractor Agreement, including but not limited to the confidentiality provisions in clause 9 or the Intellectual Property provisions in clause 7; or

(c) the Contractor or its Personnel commits any criminal offence, act of dishonesty, fraud, misrepresentation, falsification of research, or assault in the

course of providing the Services or exposes UTS to prosecution or legal proceedings by a court, government agency or other third party; or

(d) the Contractor or any of its Personnel is charged with any criminal offence which in the reasonable opinion of UTS is likely to bring the Contractor, its Personnel and/or UTS into serious disrepute; or

(e) the Contractor becomes, or steps are taken by any person towards making the Contractor, an externally-administered body corporate under the Corporations Act; or

(f) a controller (as defined in section 9 of the Corporations Act) is appointed of any of the property of the Contractor or any steps are taken for the appointment of such a person; or

(g) the Contractor becomes insolvent or makes a composition or arrangement with creditors generally or takes advantage of any statute for the relief of insolvent debtors.

13.3 The Contractor may terminate this Master Contractor Agreement by providing written notice to UTS if UTS fails to pay any undisputed invoice issued by the Contractor and does not remedy this within 30 days of receiving written notice to do so.

13.4 If UTS terminates this Master Contractor Agreement pursuant to clause 13.1, then, subject to clause 4, UTS will either, in its absolute discretion as to which:

(a) pay the Contractor:

- (i) the portion of the Service Fee that has not already been paid, which is referable to the Services provided up to the date of termination, calculated on a pro rata basis if necessary; or
 - (ii) if the Service Fee is based on the completion of milestones, and those milestones have not already been paid for, the portion of the Service Fee referable to the milestones completed up to the date of termination, and for any partly completed milestone, a portion of the Service Fee referable to that milestone, calculated on a pro rata basis; or
 - (b) elect to make a payment to the Contractor of the Service Fees (as determined by UTS) which would have been payable during the applicable notice period or any unexpired part of such notice, in lieu of notice, in which case the Master Contractor Agreement terminates when UTS notifies the Contractor of this election.
- 13.5 If this Master Contractor Agreement is terminated:
- (a) such termination will be without prejudice to any rights either party has accrued under this Master Contractor Agreement;
 - (b) all licenses and authorisations

- granted by or on behalf of UTS to the Contractor or its Personnel for the purpose of providing the Services terminate;
- (c) the Contractor's obligations under clauses 5 to 10 (inclusive) continue; and
- (d) the Contractor must ensure that it and its Personnel do not represent themselves as being in any way connected with or interested in the business of UTS or any UTS Entity.

14. UTS Property

- 14.1 The Contractor:
- (a) must and must ensure that its Personnel maintain UTS Property in good working order; and
 - (b) is responsible for UTS Property (including any loss or damage to it) until the UTS Property is returned to UTS; and
 - (c) on the cessation of this Master Contractor Agreement, or when requested to do so by UTS (whichever occurs first), must immediately return to UTS all UTS Property in the possession, custody or control of it or its Personnel.
- 14.2 Any equipment or other property (including UTS Property) which the Contractor or its Personnel use in the provision of the Services is at their own risk.

15. Assignment and Sub-contracting

- 15.1 The Contractor may not assign, or sub-contract its duties or obligations under, this Master Contractor Agreement in whole or part to any third party without the prior written consent of UTS.

- 15.2 If UTS approves the sub-contracting any part of the Services this does not relieve the Contractor from any of its liabilities or obligations under this Master Contractor Agreement. Notwithstanding any approval of subcontracting, the Contractor will be liable to UTS for the acts, defaults and omissions of any sub-contractor or any officer, employee, servant or agent of the sub-contractor as fully as if they were the acts, defaults, or omissions of the Contractor or the officers, employees, servants, or agents of the Contractor.
- 15.3 UTS may assign or novate this Master Contractor Agreement, or any of its rights or obligations under this Master Contractor Agreement, in whole or part to any third party upon providing written notice to the Contractor.

16. Provision of information and audit

- 16.1 The Contractor must:
- (a) provide to UTS all documentation and do all things reasonably requested by UTS in order for it to satisfy any legal or regulatory requirement; and
 - (b) notify UTS immediately if it becomes aware of any fact or circumstance that may adversely impact on the Services or UTS's ability to satisfy any legal or regulatory requirement.

17. Miscellaneous

- 17.1 This Master Contractor Agreement and all Contracts made pursuant to this Master Agreement contains the entire agreement and understanding between the parties regarding its subject matter and supersedes any prior agreement or understanding regarding its subject

matter.

- 17.2 The relationship between the parties is that of principal and independent contractor and that nothing in this Master Contractor Agreement creates an employment relationship, joint venture, partnership, relationship of agency or any other relationship between the Contractor and UTS or any UTS Entity.

- 17.3 Any implied term of good faith and fair dealing or co-operation owed by UTS to the Contractor is expressly excluded from forming part of this Master Contractor Agreement. .

- 17.4 Each party:

- (a) has entered into this Master Contractor Agreement without relying on any representation by the other party or any person purporting to represent that party;
- (b) has had the opportunity to obtain independent legal advice regarding the provision of the Services under this Master Contractor Agreement; and
- (c) agrees that this Master Contractor Agreement is not harsh or unfair in any way.

- 17.5 A variation to this Master Contractor Agreement is not effective unless it is in writing and signed by or on behalf of all parties.

- 17.6 If anything in this Master Contractor Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

- 17.7 The failure of either party at any time to insist on performance of any provision of this Master Contractor Agreement is not a

waiver of its rights at any later time to insist on performance of that or any other provision of this Agreement.

- 17.8 This Master Contractor Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one and the same instrument.
- 17.9 Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Master Contractor Agreement.
- 17.10 A party giving notice under this Master Contractor Agreement must do so in writing and must address the notice to the person and address provided for each party in item 3 of Schedule A, or such other person and address as a party may advise in writing. A notice given in accordance with this clause is taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by prepaid post, three days after the date of posting; or
 - (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight hours after that transmission, the recipient informs the sender that it has not received the entire notice.
- 17.11 The law of New South Wales governs this Master Contractor Agreement. The parties submit to the exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

18. Definitions and Interpretation

18.1 Definitions

In this Master Contractor Agreement:

Master Contractor Agreement means the agreement between the Contractor and UTS referred to in clause 1 comprising this document and its Schedules, and all variations to the A Master Contractor agreement made in accordance with clause 17.5.

Australian Sanctions Law means any Australian law under which sanctions are imposed on specified individuals, entities or countries, including each of the *Charter of the United Nations Act 1945 (Cth)* and the *Autonomous Sanctions Act 2011 (Cth)* and the *Autonomous Sanctions Regulations 2011 (Cth)*.

Commencement Date means the date specified as such in item 5 of Schedule A.

Completion Date means the date specified as such in item 5 of Schedule A.

Confidential Information means confidential information, including but not limited to:

- (a) information which is specifically designated as confidential by any individual providing the information on behalf of UTS;
- (b) information which by its nature may be reasonably understood to be confidential;
- (c) UTS's trade secrets, know-how and Intellectual Property;
- (d) information regarding UTS's financial or business affairs;

- (e) UTS's marketing plans, and marketing and sales techniques;
- (f) UTS's student, employee and contractor information;
- (g) UTS's business systems, and operating procedures or manuals;
- (h) the terms of this Master Contractor Agreement; and
- (i) any note, calculation, conclusion, summary or other material incorporating or derived or produced partly or wholly from the information in (a) to (h) above,

excluding information which is in the public domain other than as a result of a breach of confidentiality by the Contractor or its Personnel.

Contract Intellectual Property has the meaning provided under clause 7.1.

Corporations Act means the *Corporations Act 2001 (Cth)* as amended from time to time.

Defence Trade Controls Law means any Australian law restricting or regulating the export, transfer or trading of specified defence-related or weapons-related goods, services or technologies, including each of the *Defence Trade Controls Act 2012 (Cth)*, *Customs Act 1901 (Cth)*, *Weapons of Mass Destruction (Prevention of Proliferation) Act 1995 (Cth)*, *Nuclear Non-Proliferation (Safeguards) Act 1987 (Cth)* and *Chemical Weapons (Prohibition) Act 1994 (Cth)*.

Employment Benefits means any benefits which employees are ordinarily entitled to at law including, but not limited

to, wages, salary, annual leave, personal/carer's leave, leave loading, severance pay, long service leave, superannuation and workers compensation benefits and any taxes related to those benefits including PAYG or payroll taxes.

GST means the goods and services tax prescribed under the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any other laws relating to GST, as amended from time to time.

Intellectual Property means all intellectual property rights, including any:

- (a) copyright;
- (b) designs (as embodied in but not limited to drawings, computer software, solid models and algorithms), patents, patentable ideas, trademark, semiconductor, circuit layout or plant breeder rights (whether registered, unregistered or applied for);
- (c) trade, business, company or domain name;
- (d) know-how, inventions, processes, research materials including biological materials, and Confidential Information (whether in writing or recorded in any form); and
- (e) any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields, whether registrable or not,

that presently exists or may arise in the future anywhere in Australia or anywhere else in the world, whether registered or

unregistered, including any application or right to apply for registration of any of those rights.

Invoice means a tax invoice in compliance with the requirements in the *New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other laws relating to GST, as amended from time to time.

Loss has the meaning provided in clause 6.1.

Moral Rights means the following rights in respect of any Intellectual Property rights: the right of integrity of authorship, right of attribution of authorship and right not to have authorship falsely attributed, which are created by the *Copyright Act 1968* (Cth), and any similar right capable of protection under the laws of any relevant jurisdiction.

Personal Information means information or an opinion about a person whose identity is apparent or can reasonably be ascertained from that information or opinion.

Personnel means any officer, employee, agent or sub-contractor of a party.

Sensitive Information means information or an opinion about a person's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association or trade union, sexual preferences or practices, criminal record or health, where the identity of the person is apparent or can reasonably be ascertained from that information or opinion.

Services means the services and/or deliverables as set out in item 4 of Schedule A.

Services Fees means the fees as set out in item 6 of Schedule A.

UTS Entity means UTS Union Ltd, INSEARCH Ltd, accessUTS Pty Limited, UTS Global Pty Ltd, Sydney Educational Broadcasting Ltd, UTS Child Care Inc. and any related body corporate of UTS as defined in the *Corporations Act 2001* or any other entity related to UTS.

UTS Property means all property provided to the Contractor or its Personnel by UTS during the term of this Master Contractor Agreement including but not limited to Intellectual Property, Confidential Information, keys, identity cards, equipment and texts.

18.2 Interpretation

- (a) Reference to:
- (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

- (vi) any law, policy or other document includes any amendments or modifications to that law, policy or other document as made from time to time; and
 - (vii) money is in Australian dollars, unless otherwise stated.
- (b) 'Including' and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and any table of contents or index are for convenience only and do not form part of this Master Contractor Agreement or affect its interpretation.
- (e) A provision of this Master Contractor Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Master Contractor Agreement or the inclusion of the provision in the Master Contractor Agreement.
- (f) If an act must be done on a specified day which is not a business day, it must be done instead on the next business day.

Schedule A to the Master Contractor Agreement

Details

Item 1: Date of Master Contractor Agreement

[Insert date of Master Contractor Agreement]

Item 2: Contractor Details

Name: [Insert Contractor's name]

ABN: [Insert Contractor's ABN]

Address: [Insert Contractor's address] h

Item 3: Address for notices

The Contractor

Name/title of contact person: [insert details]

Address: [insert details]

Fax number: [insert number]

UTS

Name/title of contact person: [insert details]

Address: [insert details]

Fax number: [insert number]

Item 4: Services (clause 1)

The Contractor will provide the following services and/or deliverables:

	Service/deliverables	Date	[Duration]
(a)	[insert service/deliverables to be provided]	[insert date that service/deliverable must be provided on or by, or unknown insert "as agreed with UTS in writing".]	[insert time that service/deliverable must be completed in hours/days, if applicable.]
(b)	[insert service/deliverables to be provided]	[insert date that service/deliverable must be provided on or by, or unknown insert "as agreed with UTS in writing".]	[insert time that service/deliverable must be completed in hours/days, if applicable.]
(c)	[insert service/deliverables to be provided]	[insert date that service/deliverable must be provided on or by, or unknown insert "as agreed with UTS in writing".]	[insert time that service/deliverable must be completed in hours/days, if applicable.]

Item 5: Commencement and Completion Dates

Commencement Date: [insert date on which the Contractor is to commence providing the Services.]

Completion Date: [insert date by which the Services must be completed, if applicable].

Item 6: Services Fees and Reimbursable Expenses

(a) Services Fees

[The services fees are \$AUD [Insert amount] per [Insert time period e.g. hour, day] exclusive of any GST.

Each invoice must be issued at the beginning of each month and must set out the amount of Services Fees [and Reimbursable Expenses] claimed for the previous month, plus any applicable GST [and must include an itemised time sheet].]

[OR]

[The services fees are \$AUD [Insert amount] exclusive of any GST, payable on the completion of the milestones set out below:

Milestone	Amount
[Describe first milestone]	[insert amount]
[Describe second milestone]	[insert amount]
[Describe third milestone]	[insert amount]
[insert any additional milestones]	[insert amount]
Total	[insert total amount]

Each invoice must be issued on the completion of each milestone specified above, and must set out the amount of Services Fees [and Reimbursable Expenses] claimed for the completion of the relevant milestone plus any applicable GST.]

(b) Reimbursable Expenses

UTS [will/will not] reimburse the Contractor's reasonable out of pocket expenses. [The out of pocket expenses which UTS agrees to reimburse are *[list here]*].

Item 7 Insurance

- (a) Public liability insurance:** with a limit of indemnity of not less than \$[5] million dollars. Such insurance must be maintained from the Commencement Date until the Contractor ceases to provide the Services.
- (b) Professional indemnity insurance:** with a limit of indemnity of not less than \$[1] million dollars and a deductible of not more than \$[20] thousand dollars. Such insurance must be maintained from the Commencement Date until 7 years after the date the Contractor ceases to provide the Services
- (c)** workers compensation insurance in accordance with the *Workers Compensation Act 1987* (NSW) and the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

Item 8 Termination notice

Notice required by UTS: [30] days.

Item 9 UTS Website – location of policies and other instruments (clauses 1 and 10)

Policies and other instruments: <http://www.gsu.uts.edu.au/policies>.

Health and safety responsibilities: <http://www.safetyandwellbeing.uts.edu.au/responsibilities/index.html>.

[List any other policies, directives etc. that are particularly relevant to this Master Contractor Agreement and that you want the Contractor to comply with.]

Item 10 Date of each Contract

Date of this Contract
[] day of [] 2014

Repetition of Master Contractor Agreement terms and conditions

The Parties agree that on and from the date in Item 10 the terms of the Master Contractor Agreement will apply to this Contract as if those terms and conditions of the Master Contractor Agreement were reproduced in full in this Contract without amendment and that all representations and warranties were repeated at that date.

Signed for and on behalf of Contractor by

[NAME OF COMPANY]

By its DIRECTOR and
And DIRECTOR/SECRETARY
In accordance with section 127 of
the Corporations Act

Signed.....

Director

Signed.....

Director/Secretary

Schedule B to the Master Contractor Agreement - Subcontractor's Statement Regarding Worker's Compensation, Payroll Tax and Remuneration

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work. **(Note1 – See End of Form)**

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act* 1987, Schedule 2 Part 5 *Payroll Tax Act* 2007, and s127 *Industrial Relations Act* 1996 where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with the University of Technology, Sydney ABN: 77 257 686 961
(Business name of principal contractor) **(Note 2)**

Contract number/identifier: N/A **(Note 3)**

This Statement applies for work between:/...../..... and/...../..... inclusive, **(Note 4)**
subject of the payment claim dated: /...../..... **(Note 5)**

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with **(b)** to **(g)** below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete **(f)** and **(g)** below. You must tick one box. **(Note 6)**

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... **(Note 7)**

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**

(d) Where the Subcontractor is required to be registered as an employer under the Payroll Tax Act 2007, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**

(f) Signature Full name.....

(g) Position/Title Date /...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Notes

1. This form is prepared for the purpose of section 175B of the Workers Compensation Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007 and section 127 of the Industrial Relation Act 1996. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of s127 Industrial Relations Act 1996, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the Industrial Relations Act 1996 defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the Industrial Relations Act 1996 states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.

6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the Industrial Relations Act 1996, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the Workers Compensation Act and clause 18 of Schedule 2 of the Payroll Tax Act 2007 a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations website, Department of Commerce website www.commerce.nsw.gov.au. Copies of the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 can be found at www.legislation.nsw.gov.au.

Schedule C to the Master Contractor Agreement – Waiver and Consent

I, _____ [insert author's name], _____ [insert author's position] of _____ [insert author's address] hereby consent to all acts or omissions by the University of Technology, Sydney (UTS), its licensees and successors in title and any other persons authorised by the foregoing, which would otherwise infringe my Moral Rights in respect of any intellectual property rights, including the:

- reproduction;
- publication;
- communication to the public;
- making of an adaptation; and
- material distortion, destruction, mutilation or change,

of the Materials:

- in any way;
- with or without attribution of authorship; and
- in any medium,

by UTS, its licensees and successors in title and any other persons authorised by the foregoing, and in any way that they see fit.

For the purposes of this document:

- **Materials** means any work or other subject matter in which copyright subsists and to which Moral Rights attach that I produce, whether alone or with a third party, in the course of my engagement or employment with the **[Contractor]** or any company related to **[Contractor]**, for the purpose of assisting the Contractor to provide services to UTS; and
- **Moral Rights** mean the following rights in respect of any intellectual property rights: the right of integrity of authorship, right of attribution of authorship and right not to have authorship falsely attributed, which are created by the Copyright Act 1968 (Cth), and any similar right capable of protection under the laws of any relevant jurisdictions.

Date: [insert date]

Signed by
[insert author's name]
in the presence of:

Signature of witness

Name of witness (please print)

Schedule D to the Master Contractor Agreement – Log of Services

CONFIDENTIAL Company Name:

Date Updated:

Services Provided to UTS

Completed

Name	Faculty or Unit	Coach/Trainer/ Assessor	Description	Invoice Number	Month Commenced	Assignment Hours	Hrs Comp'd Face to Face	Remaining Hrs	Date of last App	Next Appt	Assessments Completed						Comments
											MBTI	LSI	HOGAN	TLC	360 UTS	Other	
<i>Example</i>																	
Jo Bloggs	Business School	Jane Smith	Coaching	123456	Feb-12	9	7	2	4-Jun	30-Jun	x		x		x		2 hours to be completed by 30-Jun

Confirmed but not Commenced

						0	0	0									
						0	0	0									
						0	0	0									

This is a monthly tracking report for UTS. Send this report in addition to any other reporting you provide. Please email a copy of this report to the Talent and Leadership team talentandleadership@uts.edu.au

The Contractor agrees to provide this log of services to Talent and Leadership Team, (talentandleadership@uts.edu.au) or such other person as UTS may notify to the Contractor from time to time. For a copy of this spreadsheet please contact the Talent and Leadership Team, (talentandleadership@uts.edu.au). Please include any additional reporting documents you can provide to UTS.

Execution page

Executed as an agreement

SIGNED by **UNIVERSITY OF TECHNOLOGY,
SYDNEY (ABN 77 257 686 961)** by its authorised
representative in the presence of:

Signature of Witness

Signature of Authorised Representative

Full Name of Witness

Full Name of Authorised Representative

SIGNED by **[INSERT CONTRACTOR'S NAME]
Pty LIMITED (ABN [INSERT ABN])** by two
Directors or a Director and a Secretary in accordance
with section 127 of the Corporations Act 2001 (Cth):

Signature of Director/Secretary

Signature of Director

Full Name of Director/Secretary

Full Name of Director