



UNIVERSITY  
OF TASMANIA

## CONTRACT FOR PROFESSIONAL SERVICES

### 1. UNIVERSITY:

University of Tasmania  
Churchill Ave  
SANDY BAY TAS 7005

### 2. CONTRACTOR:

### 3. UNIVERSITY CONTACT:

Name:

Tel:

Fax:

Mob:

### 4. CONTRACTOR CONTACT:

Name:

Tel:

Fax:

Mob:

### 5. SERVICES:

See attached Brief

### 6. TERM:

Commencement date:

Completion date:

### 7. FEE:

Payable on:

Including  
GST of:

### 8. LOCATION:

### 9. HOURS:

Normal working hours  
8.45 a.m. to 5.06 p.m.

### 10. INSURANCE:

TYPE:	COVER
Worker comp	NA
Public liability	\$10m
Profess indemnity	\$1m
Products liability	\$10m

### SIGNED BY UNIVERSITY OF TASMANIA

Name & Title:  
Date:

Witness:  
Name & Title:

**EXECUTED by [NAME OF  
CONTRACTOR]** in accordance with  
section 127 of the *Corporations Act 2001* by:

Director \_\_\_\_\_ Name \_\_\_\_\_

Director/Company Secretary \_\_\_\_\_ Name \_\_\_\_\_

Date:

# TERMS OF AGREEMENT

## 1. Engagement & Term

The University engages the Contractor to provide the services described in **box 5** during the Term described in **box 6 at the location described in box 8**.

## 2. Price and payment

The price and payment described in **box 7** will be paid in the manner described in **box 7** on receipt of a tax invoice. If GST is payable on any supply under this Agreement, the Contractor may increase the price payable in respect of that supply by the prevailing rate of GST, subject to the provision of a valid tax invoice.

## 3. Contractor's obligations

3.1 The Contractor agrees with the University:

- (a) to perform its obligations under this agreement in a competent and professional manner and to ensure that all staff employed by the Contractor to perform the work are appropriately qualified, skilled and supervised;
- (b) to ensure that the services are provided or the contract completed in a timely manner;
- (c) to comply with any reasonable requests by the University in relation to the provision of the services;
- (d) to accept responsibility for all matters in connection with the employment of its staff including all insurance cover required by law; and
- (e) at its own expense comply with all relevant legal requirements

3.2 Where the Contractor requires access to University premises, access will be available during the hours stated in **box 9** or at such other reasonable times as agreed by the parties.

3.3 When accessing University premises, the Contractor agrees to comply with the policies of the University, including those in relation to occupational health and safety.

## 4. Indemnity

The Contractor is liable for and shall indemnify the University against any claims in respect of any injury or damage whatsoever to property whether real or personal insofar as that injury or damages arises out of or in the course of or by reason of the Contractor's performance whether negligent or otherwise of its obligations under this agreement or such performance by its servants, agents or sub-contractors.

## 5. Insurance

The Contractor must take out and maintain those insurance policies specified in **box 10**.

## 6. Confidentiality

6.1 The Contractor agrees to keep the Confidential Information of the University confidential and agrees not to:

- (a) use the information other than for the purposes of the agreement; or
- (b) directly or indirectly disclose the information to any third party, beyond those reasonably involved in the agreement on a need to know basis;
- (c) without the prior written consent of the University.

6.2 For the purpose of this clause, "Confidential Information" means any information designated by the University as confidential, or which is by its nature confidential and includes information existing prior to commencement of this agreement or created in the course of this agreement. No

information will be regarded as confidential if it:

- (a) is already in the public domain;
- (b) is received by the Contractor from a third party who is lawfully in possession and has the power to disclose the information;
- (c) becomes available to the Contractor by any means other than a breach of this agreement by the Contractor.

## 7. Intellectual Property

Nothing in this agreement alters the Contractor's ownership of any intellectual property it owned prior to this agreement. The University will own all materials delivered ("the Materials") and all intellectual property created by the Contractor in performing its obligations under this agreement. The Contractor agrees to supply the University with the Materials on termination of this agreement.

## 8. Moral Rights

8.1 To the extent permitted by law, if the Contractor is the owner of Moral Rights in any of the Materials the Contractor unconditionally and irrevocably consents to any act or omission that would otherwise infringe the Contractor's Moral Rights in the Materials and in particular consents to the following acts:

- (a) any use of the Materials that does not identify the Contractor;
- (b) any use of the Materials that may falsely attribute authorship of the Materials to any other person;
- (c) any alteration or deletion to the Materials by the University for the purpose of exercising its rights under this agreement.

8.2 For the purposes of this clause, "Moral Rights" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that may exist in the Materials.

## 9. Termination

The University may terminate this agreement by notice in writing to the Contractor if the Contractor is in breach of a term or condition of this agreement and the breach is not remedied within 14 days of service on the Contractor of a written notice specifying the breach and requiring it to be remedied. Such termination will be without prejudice to any other right or action the University may have against the Contractor.

## 10. No assignment

This agreement cannot be assigned without the consent of the other party.

## 11. Relationship

Nothing in this agreement constitutes a relationship of partnership or of employer and employee between the parties and the parties expressly deny any such relationship.

## 12. Law and Jurisdiction

12.1 This agreement is governed by the laws of Tasmania.

12.2 Each party submits to the non-exclusive jurisdiction of the Tasmanian courts.

## 13. Terms of agreement

This agreement consists solely of these terms numbered 1 through to 13 and the contents of the boxes overleaf.

## 14. Other Matters

Nil/See attachment