



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 Schedule A

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 Schedule B 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 2 of Schedule B 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	Controls Law;	
			(vi)	any work, health and safety policies,
	(c)	have obtained all licences, permissions and authorisations necessary to provide the Services.		and any others specified in Item 6 of Schedule A.
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:	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 6 of Schedule A.
	(a)	all relevant laws including the <i>University of Technology Sydney Act 1989</i> (NSW) and associated by-laws and rules; and	1.9	The Contractor acknowledges and agrees that:
	(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:	(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.
	(i)	the UTS Code of Conduct;		
	(ii)	the Information Technology Security Policy;		
	(iii)	the Acceptable Use of Information Technology Facilities Policy;		
	(iv)	the UTS Privacy Policy;		
	(v)	any UTS policy or procedure relating to compliance with an Australian Sanctions Law or Defence Trade		

2. Work Health and Safety

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 4 of Schedule B.

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 4 of Schedule B, 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 2.3, UTS will pay the Services Fees and Reimbursable Expenses (if Item 4 of Schedule B 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 C or otherwise provided by UTS from time to time, 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 4 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 3 of Schedule B.

- 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**)

	<p>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</p> <p>(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.</p>	
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		<p>The Contractor assigns to UTS all 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:</p> <p>(a) using to any extent UTS property, computer systems, resources or Confidential Information; and/or</p> <p>(b) outside working hours or outside the UTS premises (Contract Intellectual Property).</p>
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, 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 ensure that it does not infringe the Moral Rights of any author of any work in providing the Services. The Contractor must obtain in writing all necessary consents and waivers from any person who has Moral Rights in any work to be incorporated in the Contract Intellectual Property, or used during or as part of the Services, to the extent necessary to ensure that UTS may fully exercise its Intellectual Property Rights under this clause 8.1 without infringing any Moral Rights.

- 8.2 The Contractor warrants that:

- (a) it has procured the necessary Moral Rights consents required to provide the Services and enable UTS to use the Services in the manner envisaged by this Contract; and
- (b) the provision and use of the Services do not and will not contravene any applicable laws or requirements of any regulatory authorities or infringe any Moral Rights of any person.

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.
- 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.		visual material) without the prior written consent of UTS;
9.4	This clause continues to apply after this Master Contractor Agreement ceases for any reason.	(b)	apply for or register any trademark, business or company name or internet address containing the name of UTS; or
10. Privacy		(c)	make any inaccurate claims of association with UTS or any UTS Entity.
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</i> (Cth), the <i>Privacy and Personal Information Protection Act 1998</i> (NSW), and all privacy policies, procedures instruments and directives which UTS may adopt, vary or rescind from time to time, in its absolute discretion.	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.
10.2	The Contractor acknowledges that as at the date of this Master Contractor Agreement, the relevant policies, procedures instruments and directives are published on the UTS website at the address set out in Item 6 of Schedule A.	11.3	This clause 11 continues to apply after this Master Contractor Agreement ceases for any reason.
10.3	This clause continues to apply after this Master Contractor Agreement ceases for any reason.	12. Remedies for breach	
11. Use of UTS name		12.1	In the event that the Contractor breaches clauses 7, 8, 9, or 10, 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.
11.1	The Contractor must ensure that it and its Personnel do not:	12.2	Nothing in this clause is intended to limit any other remedy available to UTS.
(a)	use the name or any trademark, logo, business or company name of UTS (whether with or without graphic or photographic or other	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 5 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
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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
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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 2 and 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 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 3 of Schedule B.

Completion Date means the date specified as such in Item 3 of Schedule B.

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 2 of Schedule B.

Services Fees means the fees as set out in Item 4 of Schedule B.

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.

Details

Item 1 Date of Master Contractor Agreement

Insert Date of Master Contractor Agreement

Item 2 Contractor Details

Contractor Name and Title: Contractor
 Company Name: Contractor Company Name
 ABN: Contractor's ABN»
 Address: Contractor Company Address
 Email: Contractor Email
 Contact number: Contractor Contact Number

Item 3 UTS Details

Contact Name and Title. This is the UTS Staff member approving the cost of the engagement
 Faculty/Unit/Institution: The above listed staff member's area
 Address: UTS Address
 Email: The above listed staff member's email address
 Contact number: The above listed staff member's work number
 Alt Contact: Alternate contact if the above listed staff member isn't available

Item 4 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 5 Termination notice

Notice required by UTS: [30] days.

Item 6 UTS Website – location of policies and other instruments

Policies and other instruments: <http://www.gsu.uts.edu.au/policies>.
 Health and safety responsibilities: <http://www.safetyandwellbeing.uts.edu.au/responsibilities/index.html>.

Schedule B Template/Example Contract to the Master Contractor Agreement

Contract

Item 1 Date of Master Contractor Agreement

Insert Date of Master Contractor Agreement

Item 2 Services

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

	Service/deliverables	Date	Duration
(a)	Negotiation of goals and outcomes for <<input a high level summary of what this engagement is for e.g leadership coaching, executive coaching, or team development etc>> in the <<for what Faculty/Unit is this engagement taking place?>>	From Date engagement is set to start	To Date engagement should end
(b)	High level overview of the engagement's service deliverables	From Same start date as previously listed	To Same end date as previously listed
(d)	Reporting mid and end cycle	As agreed	
(e)	Project management and administration	As agreed	

Item 3 Commencement and Completion Dates

Estimated Commencement Date: Same start date as previously listed

Estimated Completion Date: Same end date as previously listed

Item 4 Services Fees and Reimbursable Expenses

(a) Services Fees

The services fees are insert cost of engagement (excluding or including GST)

Each invoice must set out the amount of Services Fees plus any applicable GST.
Here you can include additional details about the payment of invoice if needed e.g
50% to be paid up front and the remaining 50% on completion

If needed please include a **cancellation policy**

(b) Reimbursable Expenses

Not applicable.

Item 5 Date of this Contract

Date that this Contract has been signed by both parties.

Item 6 Contractor Details

Contact Name and Title	Contractor Contact Name and Title
Address:	Contractor Company Address
Email:	Contractor Email
Contact number:	Contractor Contact Number

Item 7 UTS Details

Contact Name and Title	This is the UTS Staff member approving the cost of the engagement
Faculty/Unit/Institution:	The above listed staff member's area
Address:	UTS Address
Email:	The above listed staff member's email address
Contact number:	The above listed staff member's work number

Alt Contact:

Alternate contact if the above listed staff member isn't available

The Parties agree to the terms and conditions of this Contract as of date of this Contract, and further agree that this Contract will become part of the Master Contractor Agreement upon execution by the Parties.

Signed for and on behalf of **[Insert name of Contractor]** by its authorised representative:

Signature of authorised officer

Full name of authorised officer

Date

Signed for an on behalf of **University of Technology Sydney** by its authorised representative:

Signature of authorised officer

Full name of authorised officer

Date

Schedule C Template/Example Log of Services

Coachee First Name	Coachee Last Name	Date Coaching Commenced	Number of sessions engaged	Number of sessions completed	Date of last coaching session (if applicable)	Date supervisor included in session (if applicable)	Was a 360 tool used?	Any comments

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 Authorised Representative

Signature of Witness

Full Name of Authorised Representative

Full Name of Witness

Date

SIGNED by **XXXXXX**, of **COMPANY (ABN XXXXXXXXX)** by two Directors or a Director and a Secretary in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Signature of Director/Secretary

Full Name of Director

Full Name of Director/Secretary

Date