Agreement to acquire professional consultancy services from a company

<table>
<thead>
<tr>
<th>Parties</th>
<th>Macquarie University ABN 90 952 801 237 of Macquarie University, NSW 2109 (University).</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[insert name] ABN / ACN [insert ABN or ACN] of [insert address] (Consultant)</td>
</tr>
<tr>
<td>Agreement</td>
<td>The University engages the Consultant to provide the Services on the terms set out below in the Details and in the attached document headed ‘General Terms’. These General Terms form part of this agreement.</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Details</th>
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<td>Defined Term</td>
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<td>Contract End Date</td>
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<td>Services (clause 2.1)</td>
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<td>Deliverables (clause 2.1)</td>
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<td>Key Personnel (clause 2.4)</td>
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<td>University Equipment (clause 4.2)</td>
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<td>Location (clause 6.1)</td>
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<tr>
<td>Service Fee (clause 5)</td>
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</tbody>
</table>
| **Timetable**  
| (clause 3.4) | [Insert timetable details. If no timetable is to be met by the Consultant insert 'Not applicable'] |
| **Payment Schedule**  
| (clause 5.2) | [insert payment schedule] |
| **Insurance**  
| (clause 8) | [Insert details of insurance (type and amount) required to be maintained by the Consultant – professional indemnity, public liability. Refer to the Procurement Handbook if you are unsure of the type and level of insurance required. Consultants should generally maintain professional liability insurance of $5M - $10M and public liability of $20M]. |
| **Address for Notices University**  
| (clause 15.2) | Title :  
Address : Macquarie University, North Ryde  
Telephone :  
Email : |
| **Address for Notices Consultant**  
| (clause 15.2) | Title : [ name ]  
Address : [ address ]  
Telephone : [ telephone ]  
Email : [ email ] |
| **Special Terms** | This agreement is subject to the following special terms.  
[ insert special terms. If no special terms insert ‘Not applicable’ ] |
Signed on behalf of **MACQUARIE UNIVERSITY**
by its authorised officer:

________________________________________
Signature of authorised officer

________________________________________
Name of authorised officer

________________________________________
Position of authorised officer

Date

[ **Option 1 Company under s127 Corporation Act**]

Signed by [**insert name of Consultant**]

________________________________________
Signature of director

________________________________________
Signature of director/secretary

________________________________________
Name of director

________________________________________
Name of director/secretary

Date

[ **Option 2 Company by single director/secretary**]

Signed by [**insert name of Consultant**]
by its sole director and sole company secretary

________________________________________
Signature of sole director/secretary

________________________________________
Name

Date
[Option 3 Company by authorised officer]

Signed on behalf of [insert name of Consultant] by its authorised officer:

________________________________________
Signature of authorised officer

________________________________________
Name of authorised officer

________________________________________
Position of authorised officer

__________________________
Date
GENERAL TERMS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

Business Day means any day other than:

(a) a Saturday, Sunday or public holiday in Sydney; or
(b) 27, 28, 29, 30 or 31 December.

Commencement Date means the date specified in the Details or if no date is specified in the Details, the date on which this agreement became executed by all parties.

Confidential Information means information in any form or medium that is not Excluded Information and that relates to the past, present or future operations or affairs of the University or its controlled entities and:

(a) the University makes the Consultant aware is considered by the University to be confidential; or
(b) is by its nature confidential or the Consultant knows or ought to know is confidential.

Confidential Information may be acquired before, on or after the Commencement Date. Confidential Information includes the existence of this agreement and information about the employees or students of the University.


Consequential Loss means consequential or indirect loss or damages including loss of profits, revenue, data, goodwill or opportunities and damages arising from third party claims.

Contract Material means any Material:

(a) created for the purposes of this agreement;
(b) provided or required to be provided to the University as part of the Services;
(c) derived from the Material referred to in paragraphs (a) or (b); or
(d) created as a result of using the resources (including Confidential Information and Intellectual Property) of the University.

Details means the details set out on the cover pages of this agreement.

Excluded Information means information that the Consultant can establish is in the public domain other than through a breach of this agreement.

Existing Material means any Material in existence at the Commencement Date and developed by the Consultant or its Representatives independently of the performance of this agreement.

Intellectual Property means all present and future rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not capable of protection by statute, common law or in equity and including copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names and inventions

Loss means liabilities, losses, damages and costs (including legal costs on a full indemnity basis whether incurred by or awarded against a party) and Consequential Loss.

Material means documents, data, concepts, designs, inventions, developments, systems, equipment, software, goods or other material or information.

Moral Rights means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, as conferred by the Copyright Act 1968 (Cth), and the rights of a similar nature anywhere in the world, that exist now or that may come to exist in the future.

Personal Information means:

(a) information or an opinion (including information or an opinion forming part of a database) whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion; and
(b) health information for the purposes of the Health Records and Information Privacy Act 2002 (NSW).

Representative means an employee, officer or agent of the Consultant and includes any Key Personnel.

Services means the Services specified in the Details and providing any Deliverables specified in the Details.

Specified Acts means:

(a) failure to identify the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films) within the meaning of the Copyright Act 1968 (Cth);
(b) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material or infringing copies (within the meaning of the Copyright Act 1968 (Cth);
(c) reproducing, communicating, adapting, publishing or exhibiting any Contract Material, including dealing with infringing copies, within the meaning of the Copyright Act 1968 (Cth), without attributing the authorship; or
(d) adding any additional content or information to the Contract Material.

Term means the period from and including the Commencement Date to and including the Contract End Date.

Rules for interpreting this agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement.

(a) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
(ii) a document or agreement (including this agreement), or a provision of a document or agreement (including this agreement), is to
that document, agreement or provision as amended, supplemented or replaced;

(iii) a party to this agreement or to any other agreement or document includes a successor in title, permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

(v) keys includes any electronic access card or opening device;

(vi) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) A reference to dollars or $ is to an amount in Australian currency.

2. SERVICES AND RELATIONSHIP

2.1 Consultant to provide Services

The Consultant must provide the Services to the University for the Term.

2.2 Independent contractor

The relationship of the University and the Consultant under this agreement is that of principal and independent contractor. This agreement does not make either party a joint venturer, partner, employee or agent of the other.

2.3 No withholdings

The University is not responsible for withholding or remitting any payment for an impost such as tax or superannuation in respect of the Consultant or its Representatives.

2.4 Performance by Consultant

(a) The Consultant must do the work needed to provide the Services through its Representatives who have appropriate qualifications and skills. If Key Personnel are specified in the Details the Consultant must do the work needed to provide the Services through its Key Personnel. Any Representative substituted for Key Personnel must be agreed to in writing by the University.

(b) The Consultant warrants that its Representatives are suitably qualified, skilled and competent to perform the Services.

(c) The Consultant may, with the written consent of the University, engage a subcontractor to assist in providing the Services. The Consultant remains fully responsible and liable for the performance of all work provided under this agreement and for all costs incurred with respect to its subcontractors.

2.5 Undertaking by Representative

Prior to each Representative commencing work for the Consultant in providing the Services the Consultant must, if requested to do so by the University, ensure that the Representative has signed the Deed Poll set out in the Annexure and provided it to the University.

3. OBLIGATIONS OF CONSULTANT

3.1 Consultant responsibilities

In providing the Services the Consultant must (and must ensure that its Representatives):

(a) perform the Services with all due skill and care, competently in an efficient and professional manner;

(b) perform the Services to the satisfaction of the University and within reasonable time frames required by the University;

(c) comply with applicable laws, regulations and industry standards as well as the by-laws, policies, procedures and directions of the University including those relating to security, privacy, health and safety, discrimination and harassment, parking and traffic; and

(d) satisfactorily complete all training required by the University (including induction, safety and anti-discrimination).

3.2 No Conflict of Interest

The Consultant warrants that at the Commencement Date the Consultant has no conflict of interest in performing the Services. The Consultant must notify the University promptly of any actual, perceived or potential conflict of interest which could affect its performing the Services and agrees to take action to resolve the conflict.

3.3 Entitlement to work in Australia

The Consultant warrants:

(a) that each of its Representatives is entitled to work in Australia; and

(b) that it has procedures in place to ensure, and has verified in accordance with the Migration Act 1958 (Cth), that each of its Representatives is entitled to work in Australia. On request by the University the Consultant must provide, within seven Business Days, evidence that it is complying with its obligations under this clause 3.3(b).

3.4 Timetable

The Consultant must provide the Services in accordance with the Timetable.

3.5 Modern Slavery

(a) The Consultant must (and must ensure that its Representatives) in connection with its production, procurement and supply of the Services and Deliverables pursuant to the agreement:

(i) comply with the Modern Slavery laws as if it were bound by them; and

(ii) provide such assistance as may be reasonably requested by the University to enable the University to comply with its obligations under the Modern Slavery Laws.

(b) For the purposes of this clause, Modern Slavery Laws means the Modern Slavery Act 2018 (NSW) and the Modern Slavery Act 2018 (Cth) and Modern Slavery means as defined in the Modern Slavery Laws.
4. EQUIPMENT

4.1 Consultant’s Equipment
The Consultant must provide all equipment except for the University Equipment.

4.2 University Equipment
If the University provides University Equipment or facilities for use by the Consultant, the Consultant must:
(a) use that University Equipment or those facilities only for the purposes of providing the Services and according to the manufacturer’s instructions and any instructions from the University;
(b) notify the University immediately if the Consultant becomes aware that the University Equipment or facilities are not working properly or have become lost or stolen; and
(c) return all University Equipment to the University on request or on termination of this agreement.

5. PAYMENT AND GST

5.1 Service Fee
The University will pay to the Consultant the Service Fee. The Service Fee includes all expenses incurred by the Consultant including travel and administration expenses.

5.2 Invoices
The Consultant must issue the University with an itemised tax invoice in accordance with the Payment Schedule for any Services for which it requires payment of the Service Fee. The invoice must be accompanied by a Contractor Statement.

5.3 Payment
The University will (except to the extent the invoice is in dispute) pay the Consultant’s tax invoice within 30 days of the end of the month in which the Consultant submits the invoice.

5.4 Australian Business Number
The Consultant must provide the University with its Australian Business Number (ABN) before performing any Services, and until it does provide its ABN, the University may withhold from any payment made to the Consultant the amounts required for the University to comply with the Taxation Administration Act 1953 (Cth) and related legislation.

5.5 GST wording
Words defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause 5.

5.6 GST inclusive pricing
All payments or other consideration by the University for any supply by the Consultant to the University in connection with this agreement include any GST for which the Consultant is liable on that supply and the Consultant (not the University) is responsible for payment of that GST.

5.7 Set Off
The University is entitled to set off any amount owed to the Consultant against any amount payable by the Consultant (including amounts payable for breach of this agreement) at any time in connection with this agreement.

6. LOCATION AND SECURITY OF PREMISES

6.1 Location
The Consultant must carry out the Services at the Location.

6.2 Security
The Consultant must make sure that keys given to the Consultant or its Representatives by the University are not duplicated, and are returned to the University when the Services are completed, or when requested by the University.

7. RECORDS

The Consultant must keep accurate records relating to the provision of the Services including accounts and copies of all materials including invoices, rebates, taxes, fees, time sheets and correspondence. On request by the University the Consultant must give the University access to or verified copies of these records.

8. INSURANCE

The Consultant must maintain during the Term (and in the case of insurances written on a claims made basis, for a further period of seven years) workers compensation insurance as required by law and those insurance policies specified in the Details. The Consultant must give the University a copy of the insurance policies or certificates of currency on request.

9. INTELLECTUAL PROPERTY

9.1 Rights in Contract Material
(a) All rights, including Intellectual Property, in, or which may be obtained from, the Contract Material vest in the University. To the extent necessary to give effect to this clause 9 the Consultant assigns all Intellectual Property in the Contract Material to the University. This does not affect the ownership of Intellectual Property in any Existing Material.
(b) The Consultant grants to (or must procure for) the University a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit any Existing Material in conjunction with the Contract Material.

9.2 Consultant has no right to Intellectual Property
Nothing in this agreement gives the Consultant any interest in any Intellectual Property or goodwill of the University.

9.3 No Intellectual Property infringement
The Consultant warrants that:
(a) the use of any Material supplied by the Consultant in the course of providing the Services will not; and
(b) the Consultant and the Representatives will not in the course of providing the Services, infringe any Intellectual Property rights of any person or give rise to any liability to make royalty or other payments to any person.

9.4 Effect to clause
On request by the University the Consultant must do all things and sign all documents necessary to give effect to this clause 9.
9.5 **Survival of clause**

The operation of this clause 9 survives the termination of this agreement.

10. **MORAL RIGHTS**

10.1 **Consent to use of Moral Rights**

To the extent permitted by the Copyright Act 1968 (Cth), and for the benefit of the University the Consultant agrees to:

(a) obtain from each Representative who is an author of Contract Material a written consent which extends directly or indirectly to the performance of the Specified Acts by the University; and

(b) on request provide the executed original of any such consent to the University.

10.2 **Survival of clause**

The operation of this clause 10 survives the termination of this agreement.

11. **CONFIDENTIAL INFORMATION**

11.1 **Ownership of Confidential Information**

The Consultant acknowledges that all Confidential Information which has or may come into the possession of the Consultant remains the property of the University.

11.2 **Obligations of confidentiality**

The Consultant agrees to keep Confidential Information secure and under the effective control of the Consultant. Except as permitted by clause 11.3, the Consultant must not disclose Confidential Information directly or indirectly in any form to anyone else or make a copy of any Confidential Information except to perform any of its obligations under this agreement.

11.3 **Exceptions to obligations of confidentiality**

The obligations in clause 11.2 do not apply to the Consultant if:

(a) the University has first agreed in writing to the particular disclosure, use, or copying;

(b) the information is disclosed to an officer or employee of the Consultant who needs to know the information concerned to perform its duties; or

(c) disclosure of any Confidential Information is required to comply with any applicable law or requirement of any government agency or regulatory body, and the Consultant first informs the University of the intended disclosure and cooperates with the University to limit the disclosure as reasonably requested.

11.4 **Return of Confidential Information**

Upon completion of the Services or upon termination of this agreement for any reason, the Consultant must immediately:

(a) deliver to the University (or if in electronic form, erase or destroy and deliver evidence of erasure or destruction) all documents and other materials containing, recording or referring to Confidential Information which are in its possession, power or control; and

(b) ensure that any person who receives the Confidential Information by the Consultant's authority returns the Confidential Information to the University in any form in which it is held (or if it is in electronic form, erases or destroys it and gives evidence of its erasure or destruction to the University).

11.5 **Right to publish information**

If required to do so whether under the Government Information (Public Access) Act 2009 (NSW) or otherwise, the Consultant agrees that the University has the right to publish the details of this agreement in the manner set out in the applicable requirements.

11.6 **Survival of clause**

The operation of this clause 11 survives the termination of this agreement.

12. **PRIVACY**

12.1 **Consultant's dealing with Personal Information**

Where the Consultant has access to Personal Information in order to perform its obligations pursuant to this agreement, the Consultant must ensure it complies with all applicable state and federal privacy legislation and not do, or permit, anything which would cause the University or its controlled entities to be in breach of their obligations under state or federal privacy legislation.

12.2 **Survival of clause**

The operation of this clause 12 survives termination of this agreement.

13. **TERMINATION**

13.1 **Renewal of Term**

Unless this agreement is terminated before expiry of the Term, the University and the Consultant may, at any time before expiry of the Term, agree in writing to extend the Term for a specified period (Renewal Term). The terms of this agreement as modified in writing by the parties apply to any Renewal Term.

13.2 **Immediate termination by either party**

Either party (Party One) may terminate this agreement immediately by notice to the other party (Party Two) if Party Two:

(a) breaches this agreement and the breach is not remedied within 14 days of service on Party Two of a notice specifying the breach and requiring it to be remedied;

(b) becomes insolvent or goes into liquidation or provisional liquidation or enters into any arrangement or composition with its creditors; or

(c) is subject to any action to have a controller, administrator, receiver, receiver and manager, liquidator or provisional liquidator appointed over its assets.

A termination under this clause 13.2 is without prejudice to any other right or action Party One may have against Party Two.

13.3 **Termination by the University**

(a) The University may terminate this agreement immediately if the Consultant is unable to resolve a conflict of interest under clause 3.2 to the satisfaction of the University.

(b) The University may terminate this agreement on fourteen days’ notice for convenience.
(c) A termination under this clause 13.3 is without prejudice to any other right of the University.

13.4 Consequences of termination

If this agreement is terminated for any reason, then:

(a) both parties must return all property in their possession belonging to the other party, including Confidential Information;

(b) the University will pay in accordance with clause 5 the Service Fee for Services provided by the Consultant prior to the date of termination;

(c) the University will pay the Consultant for any reasonable costs directly attributable to providing the Services and incurred by the Consultant prior to the date of termination to the extent those costs were incurred with the prior knowledge of the University and adequate proof of the costs is supplied to the University; and

(d) where the University has paid the Service Fee to the Consultant for Services not yet delivered the Consultant must reimburse the University the amount of the Service Fee that relates to those undelivered Services.

14. INDEMNITY

14.1 The University not responsible

The Consultant agrees that the University is not responsible for any aspect of the Services and releases the University from all liability arising in relation to the Services.

14.2 Indemnity for the University

The Consultant indemnifies the University (and each of the University’s employees, officers, students and agents, for whom the University holds the benefit of this indemnity in trust) against all Losses caused or contributed by:

(a) any unlawful or negligent act or omission by the Consultant, a Representative or a subcontractor; or

(b) any breach of this agreement by the Consultant; or

(c) without limiting clause 2.3, the University being held to be the employer of a Representative or any payment the University is required to make in respect of the Consultant or a Representative (including payroll taxes, other taxes, superannuation contributions in order to avoid incurring a superannuation guarantee charge liability and any penalty and legal costs on an indemnity basis).

14.3 Limit to indemnity

The Consultant’s obligation to indemnify the University reduces proportionately to the extent that any act or omission of the University caused or contributed to the Loss.

15. NOTICES

15.1 How to give an effective notice

A notice, consent or other communication under this agreement must be in writing and signed by an authorised person and must be either left at the addressee’s address or sent to the addressee by pre-paid mail or email and is deemed to be delivered to the addressee:

(a) if it is left at the addressee’s address before 5.00pm on a Business Day, on that day. If it is left at the addressee’s address on a day that is not a Business

Day or after 5.00pm on a Business Day, at 9.00am on the next Business Day;

(b) if it is sent by pre-paid mail within Australia, six Business Days after it is posted;

(c) if it is sent by international post, ten Business Days after it is posted; and

(d) if it is sent by email, when an email receipt is acknowledged by the recipient personally (not by any automatically generated system email).
15.2 Addresses for notices

A party’s address is the Address for Notices as set out in the Details. A party may change its address by notice to the other party.

16. AMENDMENT AND ASSIGNMENT

16.1 Amendment

This agreement can only be amended or replaced by another agreement executed by the parties.

16.2 Assignment

(a) The Consultant may deal with its rights under this agreement with the consent of the University.

(b) The University may deal with its rights under this agreement without the consent of the Consultant, and may disclose to any potential holder of the right or interest any information relating to this agreement or any party to it.

17. GENERAL

17.1 Governing law

This agreement is governed by the laws of New South Wales and any dispute relating to it must only be referred to the courts of New South Wales and the federal courts of Australia.

17.2 Exercise of rights

The exercise of a right does not prevent any further exercise of that right or the exercise of any other right. Neither the exercise of a right nor a delay in the exercise of a right operates as an election or a variation of the terms of this agreement.

17.3 Operation of this agreement

(a) This agreement contains the entire agreement between the parties about its subject matter.

(b) Any provision of this agreement which is unenforceable is, where possible, to be severed unless this would materially change the effect of this agreement.

17.4 Operation of indemnities

Each indemnity in this agreement survives the termination of this agreement. A party may recover a payment under an indemnity in this agreement before it makes the payment in respect of which the indemnity is given.
ANNEXURE

DEED POLL DATED [date]

BY [name], Sydney NSW 2000 (Representative)

FOR THE BENEFIT OF Macquarie University ABN 90 952 801 237 (University)

BACKGROUND:
A. The University has engaged the Consultant to provide Services to the University.
B. I have been employed by the Consultant to provide some or all of the Services for the Consultant.
C. I understand that the Agreement imposes obligations and requirements on the Consultant in respect of conduct by its Representatives and I agree to the terms of this deed poll.

OPERATIVE PROVISIONS

1. Definitions
Defined terms in the Agreement have the same meaning in this deed poll.

Agreement means the agreement to acquire professional consultancy services between the University and [Consultant Company’s Name] (Consultant) dated [date].

2. Nature of relationship
I am not an employee, contractor or agent of the University. The Consultant has informed me that the University will make all payments in relation to providing the Services under the Agreement, directly to the Consultant. The Consultant is solely responsible for all payments to me.

3. Provision of Services
(a) As an employee or agent of the Consultant, I am suitably skilled, trained, qualified and competent to perform the work required by the Consultant in order to fulfil its obligations under the Agreement.

(b) I must perform my work as the Representative with all due care and skill and in an efficient and professional manner to the satisfaction of the University and within reasonable time frames required by the University.

(c) I have read the Agreement and understand the obligations and requirements of the Consultant in respect of my conduct as the Representative. I agree to comply with all directions of the Consultant in order for the Consultant to fulfil its obligations under the Agreement.

(d) I must comply with all applicable laws, regulations, industry standards as well as the by-laws, policies and procedures and directions of the University including those relating to security, privacy, health and safety, discrimination and harassment, parking and traffic.

(e) I must attend and satisfactorily complete all training as required by the University including, induction, safety and anti-discrimination training.

4. No conflict of interest
I warrant that at the Commencement Date I have no conflict of interest in performing the Services. I must notify the University promptly of any actual, perceived or potential conflict of interest which could affect my performing the Services and must take action to resolve the conflict.

5. Confidential Information
5.1 Ownership of Confidential Information
I acknowledge that all Confidential Information which has or may come into my possession remains the property of the University.

5.2 Obligations of Confidentiality
I must keep Confidential Information secure. Except as permitted by clause 11.3 of the Agreement, I must not disclose Confidential Information directly or indirectly in any form to anyone else or make a copy of any Confidential Information except for the purpose of and to the extent necessary to provide the Services.

5.3 Exceptions
I understand that the obligations in clause 5.2 do not apply:
(a) if the University has first agreed in writing to the specific disclosure, use or copying of Confidential Information; or
(b) to the extent disclosure of specific Confidential Information is required to comply with any applicable law.

5.4 Continuation of obligations
I acknowledge that my obligations under this clause 5 continue after I cease to perform work as the Representative.

6. Privacy
6.1 Representative's compliance with privacy and health laws
I must comply with all the Consultant’s obligations under the Agreement regarding the collection, use and disclosure of Personal Information in accordance with applicable state and federal privacy legislation and not do, or permit, anything which would cause the University or its controlled entities to be in breach of their obligations under state or federal privacy legislation.

6.2 Collection of personal information
I consent to:
(a) the University collecting, using and storing my Personal Information for any lawful purpose relating to the provision of the Services by the Consultant or to the conduct of the University's business; and
(b) the University transferring my Personal Information outside New South Wales and Australia in the course of the University’s business activities.

6.3 Disclosure of personal and health information
I consent to the University disclosing my Personal Information to other persons for any lawful purpose relating to the provision of the Services by the Consultant or the conduct of the University business.
7. Intellectual Property and Moral Rights

7.1 Contract Material

(a) I must disclose all Contract Material to the University.

(b) The University owns all rights in and to the Contract Material including any Intellectual Property rights in or which may be obtained from the Contract Material.

(c) To the extent necessary to give effect to this clause 7 I assign all Intellectual Property in the Contract Material to the University.

(d) I grant the University a permanent irrevocable, royalty-free, world-wide, non-exclusive licence (including, right of sub licence) to use Existing Material in conjunction with the Contract Material.

7.2 No Intellectual Property infringement

(a) I warrant that:

(i) the use by the University of any Materials supplied by me in the course of my work as the Representative will not; and

(ii) I will not in the course of my work as the Representative;

infringe any Intellectual Property rights of any person nor give rise to any liability to make royalty or other payments to any person.

7.3 Moral Rights

To the extent permitted by applicable law and for the benefit of the University, I unconditionally and irrevocably consent to any act or omission, including performance of the Specified Acts, that would otherwise infringe my Moral Rights in any Contract Material, whether occurring before or after this consent is given.

7.4 Effect to clause

On request by the University I must do all things and sign all documents necessary to give effect to this clause 7, including doing anything necessary to assist the University to obtain or maintain registration or to protect or prove the ownership of any Intellectual Property rights in any Contract Material.

7.5 Continuation of obligations

I acknowledge that my obligations under this clause 7 continue after I cease to perform work as the Representative.

8. Indemnity

I indemnify the University (and each of the University’s employees, officers and agents, for whom the University holds the benefit of this indemnity in trust) against all Losses caused or contributed to by:

(a) any unlawful or negligent act or omission by the Consultant or myself;

(b) any breach of the Agreement by the Consultant; or

(c) without limiting clause 2.5 of the Agreement, the University being held to be the employer of myself, or any payment the University is required to make (including payroll taxes, other taxes, superannuation contributions in order to avoid incurring a superannuation guarantee charge liability and any penalty and legal costs on an indemnity basis).

My obligation to indemnify reduces proportionately to the extent any act or omission involving fault on the party of the University contributed to the Loss.

EXECUTED as a deed poll

SIGNED, SEALED and DELIVERED by [name] in the presence of:

[ ]

__________________________________________
Signature of witness

[ ]
Name of Witness