

PERSONNEL PLACEMENT AGREEMENT

THIS AGREEMENT is made on the.....day of.....

BETWEEN

MONASH UNIVERSITY (ABN 12 377 614 012) represented by and acting through its **Human Resources Division** of Wellington Road, Clayton, Victoria 3800 ("**the University**"), of the one part;

AND

the business named as the **CONTRACTOR** in item 1 of Schedule 1 to this Agreement ("**the Contractor**") of the other part.

IT IS AGREED

1. THE SERVICES

- 1.1. From the Commencement Date in Item 4 of Schedule 1 to this Agreement the University appoints the Contractor to provide the Services as set out in item 3 of Schedule 1 to this Agreement.
- 1.2. The Contractor agrees to provide the Services on the terms set out in this Agreement on an ongoing basis until this Agreement is terminated under clause 18 of this Agreement.

2. OBLIGATIONS OF THE CONTRACTOR

2.1 The Contractor shall perform the Services:

- (a) in a proper and professional manner, exercising all due care skill and diligence to the reasonable satisfaction of the University;
- (b) within any reasonable timeframes required by the University;
- (c) competently, consistent with good commercial practice and to a high standard for the Services to be performed;
- (d) honestly, in good faith and providing accurate account of transactions to the University;
- (e) in accordance with all applicable laws and other regulations applicable to the Services;
- (f) in accordance with the requirements of the University; and

(g) in compliance with the University's equal opportunity, recruitment and selection policies and procedures as amended from time to time and notified to the Contractor.

2.3 The Contractor warrants that it has the necessary skills, experience, licences and qualifications to perform the Services.

2.4 The Contractor warrants that the Temporary Contractors and the Permanent Employees it places at the University have all the necessary skills, qualifications, experience and licences to perform the duties of the position in which they are placed in a satisfactory manner.

3. PLACEMENT ORDER

3.1 At any time during the operation of this Agreement the University may submit a placement order (Placement Order) with the Contractor for:

- (a) a Temporary Contractor; or
- (b) a Permanent Employee

3.2 A Placement Order submitted under clause 3.1 must be in writing and include the following particulars:

- (a) the nature of the position;
- (b) the proposed terms of engagement;
- (c) the proposed commencement date for the position.

3.3 Upon receipt of the Placement Order the Contractor must contact the University to confirm the placement order and agree a plan to fill the position.

3.4 The Contractor agrees to fill the Placement Order in the applicable Placement Timeframes set out in Item 5 of Schedule 1 to this Agreement.

4. PLACEMENT OF TEMPORARY CONTRACTORS

4.1 Prior to referring to the University a candidate for a Temporary Contractor the Contractor will check and verify the authenticity and accuracy of their person's:

- (a) work references; and
- (b) if requested by the University, qualifications for the position,

and provide a copy of these to the University upon receipt of its written request.

4.2 Where the University informs the Contractor that a candidate for a Temporary Contractor referred to it is acceptable, prior to a Temporary Contractor commencing in the placement with the University the Contractor will arrange for the Temporary Contractor to sign a Letter of Placement for Temporary Contractor in the terms set out in Schedule 2 to this Agreement and a Temporary Contractor Deed in the terms

set out in Schedule 3 to this Deed. The Contractor will retain a copy of both documents on its file and send the original signed documents to the University.

5. PAYMENT FOR TEMPORARY CONTRACTORS

- 5.1 At the end of each week of their placement at the University, the Temporary Contractor will submit to the University Manager for their placement a timesheet setting out the hours they have worked.
- 5.2 The University Manager will review the timesheet submitted by the Temporary Contractor and, if it is accurate, sign the timesheet and return it to the Temporary Contractor. If it is not accurate, the University Manager will amend the timesheet to make it accurate, and sign the timesheet and return it to the Temporary Contractor.
- 5.3 At the end of each month during the term of this Agreement the Contractor will submit to the University an invoice in respect of the Services of each Temporary Contractor supplied to the University calculated on the basis of the timesheet approved by the University Manager under clause 5.2. The invoice will be calculated based on:
 - (a) the Contractor Fee agreed for each Temporary Contractor as set out in the Letter of Placement for the Temporary Contractor; and
 - (b) any applicable government taxes; and
 - (c) any expenses incurred by the Temporary Contractor able to be claimed under the terms of the Letter of Placement for the Temporary Contractor.
- 5.4 If the nature or term of the assignment of the Temporary Contractor changes, the parties shall agree in writing to any changes to the Contractor Fee and term as set out in the Letter of Placement for the Temporary Contractor.
- 5.5 The Contractor Fee is exclusive of the Goods and Services Tax [GST] and any other relevant government imposed tax or charge.

6. TERMINATION OF TEMPORARY CONTRACTOR PLACEMENT

- 6.1 Where the University determines that a Temporary Contractor is providing unsatisfactory service in his or her position, within the first three (3) days of placement the University may provide written notification to the Contractor to terminate that placement immediately without any further cost to the University.
- 6.2 Where the Contractor receives notice under clause 6.1 of this Agreement and a written replacement request from the University, the Contractor must replace the Temporary Contractor with a new Temporary Contractor who meets the requirements of clause 4.1 of this Agreement. The Contractor must not charge any Fee for the replacement of the Temporary Contractor.
- 6.3 The University may terminate the engagement of a Temporary Contractor for no cause by giving a minimum one (1) week notice in writing to the Contractor. No

additional Fee, cost or penalty except for work done, may be charged by the Contractor where the University exercises its rights under this sub-clause.

- 6.4 The University may at any time immediately terminate the engagement of a Temporary Contractor if the Temporary Contractor has in the reasonable opinion of the University:
- (a) engaged in any act of misconduct;
 - (b) failed to properly perform the duties of their position in a satisfactory or professional manner;
 - (c) been charged with a criminal offence;
 - (d) become of unsound mind; or
 - (e) become, or in the opinion of the University is likely to become, a danger to the health or safety of any personnel of the University.

7. PLACEMENT OF PERMANENT EMPLOYEES

- 7.1 Prior to referring to the University a candidate for a Permanent Employee the Contractor will check and verify the authenticity of the person's:
- (a) work references;
 - (b) if required by the University, qualifications for the position,
- and provide a copy of these to the University upon receipt of its written request.
- 7.2 Where the University accepts a candidate referred to it by the Contractor as a Permanent Employee, the University will make an offer of employment to the person. If the offer of employment is accepted by the candidate, the University will notify the Contractor of the acceptance and placement of the Permanent Employee.
- 7.3 The University shall be responsible for obtaining any work or other permits in relation to the employment of a Permanent Employee including any medical checks required for all overseas candidates.
- 7.4 Where within the 3 months of the employment in the position of a Permanent Employee commencing with the University that employment is terminated by:
- (a) the Permanent Employee; or
 - (b) the University for reasons other than retrenchment or redundancy,

then the Contractor shall find a replacement Permanent Employee who meets the requirements of Clause 7.1 of this Agreement. The Contractor must not charge any Fee for the replacement of the Permanent Employee. Where the Contractor is unable to replace a Permanent Employee within 14 days from the date of termination or an extended period as agreed in writing by the parties, the Contractor shall refund

to the University the Fee charged in respect of the placement of that Permanent Employee.

8. FEES

8.1 Subject to clause 8.2 and on condition of compliance by the Contractor with clause 8.4, in consideration for the placement of a Temporary Contractor or a Permanent Employee the University will pay to the Contractor the applicable Fee as determined by the Fee Schedule in item 6 of Schedule 1 to this Agreement.

8.2 Subject to clause 8.3, where the University employs a Temporary Contractor in the position of a Permanent Employee:

(a) during the Term of the Temporary Contract; or

(b) during any cooling off period agreed between the Temporary Contractor and the Contractor commencing on the completion of the Term of the Temporary Contract,

the applicable Fee to be charged by the Contractor is the conversion fee as set out in the Fee Schedule in Item 6 of Schedule 1 to this Agreement. Where clause 8.2(b) applies and the University pays any applicable conversion fee to the Contractor, in consideration for that payment the Contractor releases the Temporary Contractor from the obligations under the cooling off period and undertakes to take no action against the Temporary Contractor to enforce the cooling off period. In this clause "cooling off period" means a period during which the Temporary Contractor agrees with the Contractor not to take up permanent employment with the University.

8.3 No conversion fee under the Fee Schedule in Item 6 of Schedule 1 to this Agreement is payable by the University where a Temporary Contractor secures permanent employment based in a different faculty or division of the University to that in which the Temporary Contractor was based during the Temporary Contract.

8.4 The Contractor shall submit invoices to the University for the Fee on a monthly basis.

8.5 The University will pay the invoice submitted by the Contractor under clause 8.4 within fourteen (14) days of the end of the month in which the invoice was submitted.

9. GOODS AND SERVICES TAX (GST)

9.1 For the purpose of this Agreement "GST" means a goods and services tax imposed on the supply of goods and services (including intellectual property) under *A New Tax System (Goods and Services Tax) Act 1999*.

9.2 The Fee payable by the University under this Agreement is expressed exclusive of GST. The University will upon receipt of a complying tax invoice pay the Contractor an amount equal to the GST liability payable by the Contractor.

10. ACCOUNT MANAGER

10.1 The Contractor shall appoint an Account Manager with responsibility for the provision of the Services to the University. The Contractor will make the Account Manager available to the University in connection with the Services.

10.2 Wherever the Account Manager is unable to fulfil his/her responsibility under clause 10.1 of this Agreement the Contractor shall immediately notify the University and arrange for a replacement Account Manager who is satisfactory to the University.

11. REPORTING

11.1 Within 14 days of the end of each quarter after the Commencement Date, the Contractor will provide written reports to the University setting out:

- (a) the number of candidates recommended to the University in response to each Placement Order submitted to the Contractor and the timeframe in which these candidates were recommended;
- (b) the number of Placement Orders filled by the Contractor and the Fees charges for these services;
- (c) the names of the University representatives who have utilised the Contractor's Services under this Agreement; and
- (d) a breakdown of male and female candidates applying and recommended for each Placement Order.

12. WARRANTIES OF THE CONTRACTOR

12.1 The Contractor warrants that:

- (a) the Contractor will employ directly or engage as a subcontractor the Temporary Contractors and no Temporary Contractor is an employee of the University for any purposes;
- (b) the University shall have no obligation for the payment of salary, holiday pay, sick pay, severance pay, long service leave or any other entitlement of any Temporary Contractor;
- (c) the Contractor shall be solely responsible for all payments to any Temporary Contractor in relation to any taxes or any other payments imposed on an employer or principal in respect of employees or sub-contractors under the laws of Australia and Victoria; and
- (d) the Contractor shall be solely responsible for providing any applicable superannuation, sickness benefits and WorkCover to any Temporary Contractor.

13. INDEMNITY

13.1 The Contractor hereby indemnifies the University against any loss, liability or expense, costs (on a solicitor and own client basis) and, to the extent permitted by law, any fine arising in respect of any claims, demands or liability for salary, holiday pay, sick pay, severance pay, long service leave payments, associated taxes or penalties and any and all other payments that may be or become payable in respect of any Temporary Contractor employed or engaged by the Contractor as a consequence of such

employees or subcontractors being held or treated for any purpose by a court, authority or government agency to be employees of the University.

- 13.2 In addition, the Contractor shall indemnify the University from and against any loss, liability, expense or costs (including on a solicitor and own client basis) arising in respect of any claim, demand or liability of the University or any employee of the University arising out of any negligent or wilful act or omission in the performance of the Services by the Contractor its employees, servants or agents and also from any costs that may be incurred with any claim. The Contractor's indemnity in this clause 13.2 is reduced proportionately to the extent that the University's negligence or wilful act or omission contributed to the claim.
- 13.3 These indemnities in clauses 13.1 and 13.2 are continuing obligations and independent from other obligations of the Contractor and survive the termination of this Agreement for whatever reason.
- 13.4 Notwithstanding anything in this Agreement to the contrary, the Contractor's total liability under this Agreement (including an indemnity) shall be reduced proportionally to the extent that the University has directly caused or contributed to the matter giving rise to such liability.
- 13.5 Under no circumstances shall the Contractor be liable for any indirect, incidental, punitive, exemplary, special or consequential damages or amounts for loss of income, revenue, profits or savings, except where that liability relates to personal injury including sickness and death, and unless required to be paid by the relevant law.

14. INSURANCE

- 14.1 During the term of this Agreement the Contractor shall take out and maintain with a reputable first class insurer the insurances set out in item 7 of Schedule 1 to this Agreement.
- 14.2 The Contractor shall if requested, provide confirmation of cover certificates issued by its broker or insurer evidencing the cover set out in subclause 14.1 of this Agreement.

15. CONFIDENTIALITY

- 15.1 Except as required by law the Contractor agrees to:
- (a) take all necessary steps to keep the Confidential Information confidential;
 - (b) ensure all Confidential Information in its possession or control is securely stored;
 - (c) not use or disclose the Confidential Information for any purpose except as permitted by this Agreement to perform the Services;
 - (d) not use its position on any confidential matter to the detriment of the University;
 - (e) immediately notify the University of any actual or suspected disclosure of the Confidential Information and provide all assistance requested by the University to identify such disclosure and mitigate its impact.

15.2 In this Agreement "Confidential Information" means all information disclosed by or on behalf of the University to the Contractor or obtained by the Contractor in the provision of the Services under this Agreement but does not include any information that is publically known without breach by the Contractor of the obligations in Clause 15 of this Agreement or by any other person of similar obligations to protect the secrecy of Confidential Information.

15.3 The obligations of this clause 15 are continuing and shall not cease on termination of this Agreement.

16. PRIVACY

16.1 In this clause, "Personal Information" means personal information as defined in the Information Privacy Act 2000 (Vic) and health information as defined in the Health Records Act 2001 (Vic).

16.2 The privacy obligations in this clause apply to all Personal Information which the Contractor receives from the University (for any reason, and whether directly or indirectly) or which the Contractor receives, creates or holds in connection with this Agreement.

16.3 The Contractor:

- (a) shall handle Personal Information to which this clause applies in accordance with all privacy principles which govern, or would govern, the handling of such information by the University including, without limitation, the Information Privacy Principles under the Information Privacy Act 2000 (Victoria) and the Health Privacy Principles under the Health Records Act 2001 (Victoria); and
- (b) shall comply with all applicable guidelines, determinations, or recommendations made by a Commissioner or any other regulatory body which administers the applicable privacy principles and shall submit to investigations and enforcement procedures by those Commissioners and regulatory bodies.

16.4 The Contractor agrees to handle Personal Information to which this clause applies in accordance with any reasonable and lawful direction given by the University under this Agreement.

16.5 Where the Contractor discloses any Personal Information to which this clause applies to any third party (including any subcontractor under this Agreement), the Contractor agrees to ensure that such a third party is subject to enforceable obligations requiring the third party to comply with the obligations in this clause, as if the third party were the Contractor, and to enforce these obligations against the third party in accordance with such directions as the University may give.

16.6 The Contractor shall indemnify the University (and its officers, directors, employees, contractors and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including, without limitation, legal costs on a solicitor and own client basis) that arise out of or relate to any breach of these privacy obligations by the Contractor or by any third party under subclause 16.5.

16.7 This clause applies regardless of whether the Personal Information, the Contractor or any third party to whom the Contractor discloses Personal Information to which this

clause applies are located in or outside Victoria.

16.8 This clause shall survive the termination of this agreement.

17. EXCLUSIVITY AND CONFLICT OF INTEREST

17.1 The Contractor agrees that:

- (a) the University may engage other contractors to provide the same or similar services as described in this Agreement; and
- (b) the University is not required to provide any minimum amount of work or payment to the Contractor for work under this Agreement.

17.2 The Contractor may engage in its other business activities while this Agreement is in operation provided that it shall not engage in any such activity that conflicts with the interests of the University. Where the Contractor identifies a risk of a conflict of interest arising, it shall notify the University and seek its written permission to continue to engage in that particular activity. If the University does not grant that permission the Contractor will cease the activity.

18. TERMINATION

18.1 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party breaches any provision of this Agreement and fails to take reasonable steps to remedy the breach within fourteen (14) days after receiving written notice to do so.

18.2 The University may terminate this Agreement without notice if the Contractor:

- (a) engages in any serious act of negligence or in any serious breach of this Agreement when performing the Services; or
- (b) is unable for any reason to perform the Services for a period of 4 consecutive weeks; or
- (c) has a receiver or receiver and manager, trustee in bankruptcy, provisional liquidator/liquidator or other like person appointed for part or all of the Contractor's assets or business; or
- (d) is charged with any criminal offence that in the reasonable opinion of the University affects the ability of the Contractor to perform the Services or has the potential to damage the reputation of the University.

18.3 The Contractor must notify the University immediately if any of the events in subclause 18.2 occur.

18.4 Notwithstanding subclauses 18.1 and 18.2, the University may terminate this Agreement without cause at any time by giving one month's written notice of termination to the Contractor. Where the Contractor receives such notice it shall stop work as specified in the notice and take all available steps to minimise loss arising from the termination. The University will be liable only to pay the Contractor for work done up to the date of the termination notice and any reasonable costs directly related to the

termination. The University shall not be liable to the Contractor in respect of any compensation of any kind arising from the termination of this Agreement.

- 18.5 Upon termination of this Agreement the Contractor will return to the University all property it has belonging to the University including, without limitation, all policies and procedures for recruitment and selection, and will destroy all copies of such documents whether in electronic or hard copy format.

19. NATURE OF RELATIONSHIP

The parties acknowledge that in providing the Services the Contractor acts as an independent contractor and not as an employee, partner or agent of the University and the Contractor shall have no authority to act for or to bind the University in any manner whatsoever other than as expressly contemplated by this Agreement.

20. VARIATION OF AGREEMENT

No agreement or understanding varying or extending this Agreement shall be legally binding upon either party unless in writing and signed by both parties.

20. DISPUTE DETERMINATION

- 20.1 If any dispute arises between the parties in relation to the effect of this Agreement and that dispute is not mutually resolved within one (1) calendar month, the parties may appoint a person who may be a senior member of the University or a person independent of the University to resolve the dispute, failing which the dispute may be referred to arbitration in accordance with the laws relating to arbitration in force in the State of Victoria.
- 20.2 If the parties cannot resolve their dispute in accordance with clause 20.1, then each party will have the right to pursue any legal remedy available to them in Victoria.

21. GOVERNING LAW

- 21.1 This Agreement is governed by and shall be construed in accordance with the laws of the State of Victoria.
- 21.2 The Contractor shall ensure that the Services comply with the laws of any State or Territory in which the Services, or any part thereof, are to be carried out.

22. NOTICES

Notices under this Agreement may be delivered by prepaid postage, by hand or by facsimile transmission to each of the parties at the address set out in the Schedule 1 to this Agreement or such other address as either party may specify by notice in writing to the other. Notices will be deemed to be given:

- (a) two (2) days after deposit in the mail with postage prepaid;
- (b) when delivered by hand; or

- (c) if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine.

23. ENTIRE AGREEMENT

This Agreement including the Schedules and the terms and conditions of each agreed Letter of Placement of a Temporary Contractor, constitute the entire agreement between the parties in relation to its subject matter.

24. SEVERABILITY

The terms and conditions of this Agreement and each and every part thereof shall be so construed as not to infringe the provisions of any Act whether State or Federal, but if any such term or condition on its true interpretation does infringe any such provision, the term or condition shall be read down to such extent as may be necessary to ensure that it does not infringe, and in the event that the offending term or condition cannot be so read down it shall be deemed to be void and severable without in any way diminishing the enforceability of the remaining terms and conditions and each of them.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first hereinbefore written.

SIGNED for and on behalf of)
MONASH UNIVERSITY by)

(Name))

(Title))

in the presence of:)

.....)
 date:)

.....

SIGNED for and on behalf of)
 the **CONTRACTOR** by)

.....)

in the presence of:)

.....)
 date:)

.....

SCHEDULE 1

1. THE CONTRACTOR
(Parties)

2. ADDRESS FOR SERVICE OF NOTICES:
(Clause 22)
(Monash University)
(Contractor)

3. THE SERVICES:
(Clause 1.1)

The Contractor will provide staff search and recruitment services and temporary contractor placement services to the University as part of a panel of preferred providers. When required by the University the Contractor will recruit and place two types of personnel:

1. permanent employees: and
2. temporary contractors

4. COMMENCEMENT DATE
(Clause 1.1)

1 January 2009

5. PLACEMENT TIMEFRAMES
(Clause 3.4)

<i>Type of Placement</i>	<i>Placement Timeframe*</i>
Permanent and fixed term position (non-management positions)	Candidates referred to the University's representative within 14 working days of the University's Placement Order or as otherwise agreed in writing by the parties
Permanent and fixed term position (management positions)	Candidates referred to the University's representative within 14 working days of the University's Placement Order or as otherwise agreed in writing by the parties
Temporary Contractor position	Candidates referred to the University's representative within 5 working days of the University's Placement Order

*Where multiple candidates are requested by the University for multiple vacancies the timeframe may be extended, subject to the parties agreement in writing for that particular placement.

6. FEE SCHEDULE
(Clause 8.1)

<i>Description of Placement</i>	<i>Fee amount</i>
Placement Fee* for Permanent Employees at HEW levels 1-7	13.0%
Placement Fee* for Permanent Employees at HEW Levels 8 and above	14.5%
Temporary Contractor Margin**	14.5%
Temporary Contractor conversion to Term of Temporary Contract	Permanent Employee
<3 months>	100% of Placement Fee for the position
3-6 months	75% of Placement Fee for the position
6-9 months	50% of Placement Fee for the position
9-12 months	25% of Placement Fee for the position
12 months + or completion of temporary contract term	Free

*The Placement Fee is calculated based on salary package for the position which consists of salary, superannuation and, if applicable, motor vehicle.

**Temporary Contractor Margin is calculated based on hours worked as set out on the approved timesheet.

7. INSURANCE
(Clause 14)

- (a) Public risk insurance for an amount of at least \$10 million any one occurrence. The policy shall include a cross liability clause and the interests of the University shall be noted on the policy.
- (b) Professional indemnity insurance for an amount of at least \$10 million.
- (c) Workers compensation insurance for an amount required by the relevant State or Territory legislation.

SCHEDULE 2

Pro forma: Letter of Placement for Temporary Contractor

Date

ITS Manager

Dear Manager

Terms Sheet – Engagement of Temporary Contractor

We are pleased to confirm the provision of {Candidate's Name}, an employee or subcontractor of {insert name of the Contractor}, to perform services to meet the requirements of {Position Title}.

1. Performance of Temporary Contractor's Role

Unless otherwise agreed in writing between {insert name of the Contractor} and you, the Temporary Contractor's position will be performed by {Candidate's Name}.

2. Agreement for the Supply of Temporary Contractor

The terms and conditions of the Personnel Placement Agreement between Monash University (represented by and acting through its **Human Resources Division**) and {insert name of the Contractor} dated [*insert date*] ("Head Agreement") together with this Terms Sheet, form the agreement for the engagement of the above named Temporary Contractor. Where there is any inconsistency between the Head Agreement and this Terms Sheet, the provisions in the Head Agreement will prevail.

3. Contractor Fee for Temporary Contractor

The Contractor Fee for supplying the services of the Temporary Contractor shall be {insert \$\$\$\$ amount} per hour of work performed by the Temporary Contractor for you. The rate is subject to any additional government imposed taxes and charges during the term of this engagement.

Where a Temporary Contractor works less than four hours in any one day for you, you shall be charged as though the Temporary Contractor has in fact worked four (4) hours. Where the Temporary Contractor works in excess of 40 hours in any calendar week, for each hour in excess of 40 the Contractor Fee will be charged at one and a half times the usual rate.

With the agreement of all parties concerned the Contractor Fee may be varied in accordance with the Head Agreement.

The Contractor Fee is payable upon receipt of an invoice from us in accordance with the Head Agreement, which is 30 days from the end of month of invoice.

Business travel, hotel or other expenses incurred by the Temporary Contractor under this arrangement will only be paid if agreed by Monash University prior to them being incurred by the Contractor or the Temporary Contractor. Such expenses must be itemized on a invoice submitted to Monash University for the hours of work performed by a Temporary Contractor.

4. Nature and Duration of Assignment

The assignment will involve the Temporary Contractor performing the following role and/or tasks for you and in relation to the following projects:

- *[insert description of position e.g. Technical Writer].*
- The Term of the Assignment is {?? Months} commencing on {??/??/200 } and ending on {??/??/200 }. Based in {faculty/division} of the University.
- The engagement of the Temporary Contractor may be terminated in accordance with the Head Agreement.
- Where the project duration exceeds the Term of the Assignment, you may at your option renew the engagement of the Temporary Contractor for a further Term or Terms.
- Any engagement of the Temporary Contractor after the specified period described above must be agreed by the parties in writing but, in the absence of such written agreement will be deemed to be on the terms set out in this letter on a weekly term.

5. University Manager for this Placement

{Name of the Hiring Manager and contact Number}

Should you have any further queries in relation to the placement of the Temporary Contractor please do not hesitate to contact us.

Please sign and return to us one of the copies of this letter indicating your acceptance of these terms and conditions.

Yours sincerely

[Recruitment Company]

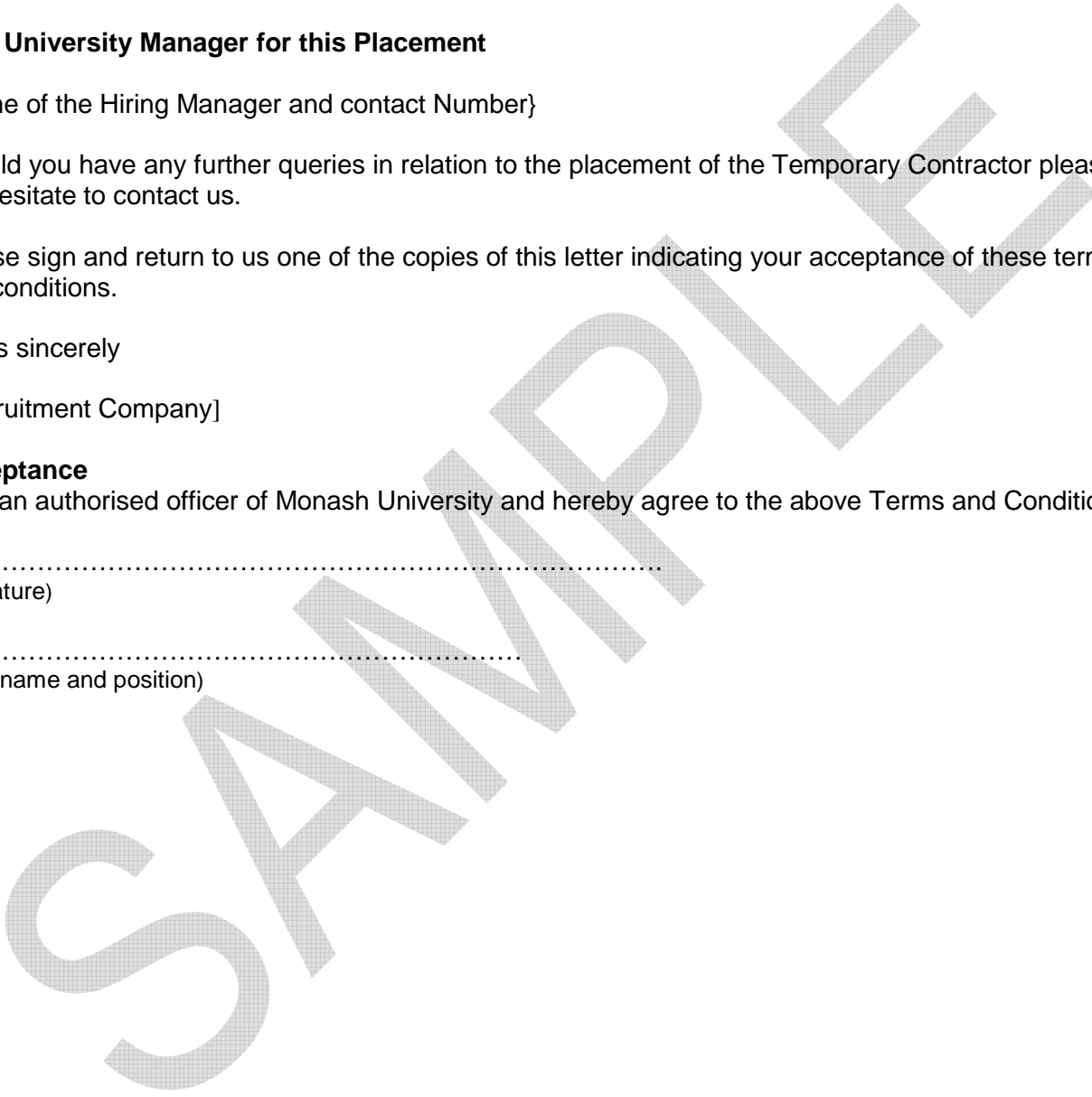
Acceptance

I am an authorised officer of Monash University and hereby agree to the above Terms and Conditions.

.....
(signature)

.....
(print name and position)

Date:



SCHEDULE 3

Proforma: Temporary Contractor Deed

To: **Monash University (ABN 12 377 614 012)**

I,, am about to be engaged by {insert name of Contractor} to undertake work as a Temporary Contractor (“**the Engagement**”) providing services on behalf of {insert name of Contractor} to Monash University (“**the University**”).

I acknowledge and agree as follows with respect to the Engagement:

- (1) That I will treat all information obtained by me during the Engagement as confidential and will only use and disclose it as may be necessary for the purposes of the Engagement. This does not apply to information that is or becomes in the public domain (other than through my fault) or that was previously known to me (other than under an obligation of confidence to University) or that is received by me outside the Engagement from an external source who is not under an obligation of confidence to University.
- (2) That the copyright and other intellectual property in any documents, software, inventions and material that I create, invent or discover during the Engagement, whether jointly or severally, shall vest in and be owned by University. If so required by University, I will sign any additional document necessary to give effect to such an assignment of ownership.
- (3) That I will comply with all statutes, regulations and policies of University, including, without limitation, those relating to information technology use, security, occupational health, safety and environment, privacy and discrimination and harassment.
- (4) That I will behave in a professional and appropriate manner and not do anything to: disrupt or interfere with the business of University; cause loss, damage or injury to any person or property; or cause University to be in breach of any laws or to defame any person or infringe any person’s rights.
- (5) That at all times during the Engagement, I shall remain employed or engaged solely by {insert name of the Contractor} and shall not be or be taken to be an employee of University and that, other than this Deed, I have no legal relationship with University. I acknowledge and agree that any and all payments, entitlements and claims in respect of the Engagement, including without limitation, any claims arising from employment and worker’s compensation are the sole responsibility of {insert the name of the Contractor} and that I will not seek any such payments, entitlements or make any such claims against University.

Executed as a Deed

.....
Date: