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Paxus Australia Pty Limited
ABN 35 004 609 616
(trading as 'Paxus')

Registered Office:
26 Talavera Road,
NORTH RYDE NSW 2113

CONTRACT WITH CONTRACTOR FOR CONSULTANT'S SERVICES
CONTRACT DETAILS

Contractor	Name:	Canberra Solutions Pty Ltd	
	ABN:	[REDACTED]	
	Address:	[REDACTED]	
	Contractor Number:	100240568	Contract/Job number: 200126385
Consultant	Name:	Pranav Shanker	
Client	Name:	NSW University of Sydney	
	Site Address:	Level 3, Administrative Services Building, Level 3 Cnr Abercrombie & Coddington Streets SYDNEY NSW 2006	
Contract Term	Start Date:	18/06/2012	End Date: 16/12/2012
Contract Rate	Per Day:	\$850.00 (exclusive of GST)	
Special Conditions	Subject to clause 7, the Contractor and Consultant confirm that they hold the following insurance: Professional Indemnity Insurance to a per event limit of \$1,000,000 Public Liability Insurance to a per event limit of \$5,000,000		

Paxus, Contractor and Consultant enter this Agreement which comprises these Contract Details and the attached Conditions of Contract. (If there is any inconsistency between them, these Contract Details prevail.) By signing below, Contractor and Consultant each agree to be bound by the Conditions of Contract.

Signed for Paxus [REDACTED] 18 June 2012 Date
Signature pp Trish McNally
Samuel Williams Account Manager Title
Name [REDACTED]
Signed for CONTRACTOR [REDACTED] Date
Sonata Madambikat Title
Name [REDACTED]
Signed for CONSULTANT [REDACTED] Date

No payment will be made until a signed copy of this contract and other required paperwork is returned to Paxus

CONDITIONS OF CONTRACT WITH CONTRACTOR FOR CONSULTANT'S SERVICES

1. DEFINITIONS
 - 1.1 In this Agreement
 - (a) any term defined in Contract Details has the same meaning in these Conditions (and vice versa);
 - (b) "person" or any word conveying a similar person includes a body corporate and vice versa;
 - (c) "related body corporate" has the same meaning as in the Corporations Act 2001;
 - (d) "Services" means the services requested by Client to be provided by Consultant under this Agreement and includes all associated deliverables;
 - (e) the words "including", "such as", "for example", "eg" and similar expressions do not limit or restrict any inclusions.
2. OBLIGATIONS OF CONTRACTOR AND CONSULTANT
 - 2.1 Contractor agrees to ensure that the Consultant:
 - (a) performs the Services at Client's address in Contract Details or such other address agreed by Client and Consultant and notified to Paxus;
 - (b) devotes the time, effort, skill and ability required to properly perform the Services and to provide the Services with due care and skill in a professional, competent and timely manner;
 - (c) does not perform services for any other person during the hours of business as indicated by Client, without Paxus prior consent;
 - (d) complies with all applicable laws and regulations, and all Client's relevant policies and procedures including those regarding occupational health and safety, anti-discrimination, sexual harassment, equality and privacy; and
 - 2.2 Where Paxus has made Contractor aware of the terms of Paxus' contract with Client Contractor agrees to do everything reasonably necessary to enable Paxus to comply with those terms (and to do anything that may cause Paxus to breach those terms);
 - 2.3 Consultant agrees to fulfil the Contractor's obligations under this Agreement and to provide the Services exclusively to Contractor, during the hours of service as requested by Client;
 - 2.4 No payment will be made until a signed copy of this contract and other required paperwork is returned to Paxus;
 - 2.5 The Consultant and Contractor confirm that the Consultant is legally entitled to work in Australia, and will inform Paxus if his/her entitlement to work in Australia changes at any time during this contract period.
3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS
 - 3.1 Each of Contractor and Consultant:
 - (a) acknowledges that as a result of this Agreement or when performing the Services, they are likely to receive access to confidential information, including software used or developed by Paxus or Client and information about the operations of Paxus or Client; and
 - (b) agrees to only use such information for the benefit of Client or Paxus, as intended by this Agreement and to keep such information confidential, during and after the term of this Agreement, until the information is no longer confidential;
 - 3.2 Each of Contractor and Consultant hereby assigns to Paxus, for the benefit of Client, or at Paxus' request assigns directly to Client, all intellectual property rights arising from the Services;
 - 3.3 Each of Contractor and Consultant agrees, upon request from Paxus or Client, to execute all documents reasonably required by Paxus or Client relating to confidential information or intellectual property rights, which may include:
 - (a) an undertaking to protect Client's confidential information;
 - (b) a comprehensive assignment in favour of Client of copyright and all other intellectual property rights in any written material, software, or other works, and all inventions, discoveries and novel designs, created by Contractor or Consultant in the course of providing the Services, and an associated waiver of moral rights in such works;
 - (c) a warranty that any literary or other works (including computer programs) used or created by Contractor or Consultant when providing the Services do not infringe any third party's copyright, confidentiality, patent or other rights.
4. RESTRAINT
 - 4.1 Paxus' business is to charge Client a fee for providing the services of Consultant. In order to protect Paxus' legitimate commercial interests in that business, its confidential information, and its Client relationship, each of Contractor and Consultant acknowledges that certain responsibilities are reasonable, as follows:
 - (a) During this Agreement and for three (3) months after it is terminated, Contractor and Consultant shall not, without Paxus' prior written consent, provide services, directly or indirectly, as an employee or independent contractor, or any related party, which are similar to the Services being provided under this Agreement;
 - (b) An "induced party" means any of the following entities - Client, a customer of Client for whom Consultant has been sub-contracted at Client's direction, a third party to whom Client has outsourced its business, or any related body corporate of Client or the outsourcing vendor - which has become aware of the Consultant and his/her ability to provide the services as a result of the Consultant performing the Services under this Agreement.
5. FEES
 - 5.1 Each week, Consultant must accurately forecast and sign a timesheet showing hours of Services performed, on a form as previously approved by Paxus. Forms signed by Client and sent to Paxus must be received by Paxus 5 days after the end of the week covered by the timesheet.
 - 5.2 Subject to clause 5.1 and 7.5, on receiving a forecast as required by clause 5.2, Paxus will pay Contractor for Consultant performing the Services according to the forecast. Paxus will pay Contractor the Contract Rate in the Contract Details in accordance with the Payment Schedule published from time to time. For the avoidance of doubt, Paxus may withhold payment of the Contract Rate if the forecast is not submitted in accordance with clause 5.1. The Contractor acknowledges that this is a material term of this Agreement.
 - 5.3 Contractor authorises Paxus to create a Recipient Created Tax Invoice (RCTI) on its behalf. If the ATO requires Contractor's ABN, Contractor must notify Paxus within seven working days. Subject to Contractor providing all necessary information, Paxus will be responsible for GST and any penalty levied by Paxus underwriting GST payable on any supply for which Paxus issues an RCTI.
 - 5.4 Contractor acknowledges that Paxus has agreed with Client to supply Consultant's services and that Contractor will pay Paxus for Consultant's services for whatever reason (including Client's insolvency or liquidation) agreed with Paxus, and regardless of whether Client is a related or unrelated business of Contractor or Client's associate.
 - 5.5 Paxus will take steps to obtain full payment from Client. Where any reasonable step is taken by Paxus to obtain full payment and other circumstances that prevent and extend to being legal action but:
 - (a) in any event, Paxus is not obliged to make contact, orally or any other legal step to pay Contractor or Consultant for those Services until Paxus has been fully paid from Client of it all;
 - (b) without limiting clause 5.4, Paxus is not obliged to pay Contractor for any period during which Consultant is unable to provide the Services in accordance with this Agreement or for any period when these services are not requested by Client, or any period for which the Consultant has failed to supply forecasts and such failure has resulted in the Client not paying or not being required to pay Paxus.
 - 5.6 Contractor must give Paxus its ABN or signing this Agreement or Paxus will, as required by taxation legislation, withhold from any fees payable to Contractor PAYGAs at the highest marginal tax rate for the highest rate payer.
 - 5.7 All expense claims must be submitted to Paxus not more than 5 days after the end of the work to which the expense is incurred. All claims must be supported by receipts and must be a formal document supported by Paxus. Paxus will only retain reasonable expenses which it has approved prior to the expense being incurred.
6. RELATIONSHIP BETWEEN THE PARTIES
 - 6.1 Contractor is engaged as an independent contractor and nothing in this Agreement shall be construed so as to create an employment or partnership relationship between Paxus and Consultant or Contractor to make Paxus vicariously liable for the acts or omissions of Consultant or Contractor.
 - 6.2 Accordingly:
 - (a) Contractor and Consultant are not representatives or agents of Paxus and neither of them has authority to bind Paxus or incur obligations on behalf of Paxus in contract or otherwise;
 - (b) Contractor (or Client), and not Paxus, is responsible for providing the equipment and tools necessary for Consultant to perform the Services;
 - (c) the parties intend that Paxus will not directly supervise Consultant's day to day activities or control the manner in which Consultant provides the Services (except where necessary for Paxus to fulfil its obligations to Client); and
 - (d) Contractor or Consultant shall receive no remuneration or benefit which a Paxus employee may receive, including sick leave, annual leave, parental or long service leave, or bonuses or commissions; and
 - (e) Contractor is solely responsible for paying any applicable remuneration and benefits, tax, superannuation contributions, and all premiums, leave entitlements, insurance premiums and workers compensation in respect of itself and Consultant and agrees to indemnify Paxus against all liability and costs (including Paxus' legal costs on a solicitor and own client basis) arising out of the same.
7. INSURANCE
 - 7.1 Contractor must:
 - (a) arrange and maintain for the term of this Agreement plus six months after its expiry or termination (Insurance Period), workers compensation insurance as required by law, plus \$20 million (per event) in professional indemnity and \$50 million (per event) in public liability insurance cover, or such other limits agreed by Paxus and specified in the Contract Details, provided that such limits are adequate in consideration of the Services performed by the Contractor and Consultant and all contractual obligations; and
 - (b) on Paxus' written request, give Paxus certificates of currency of such policies;
 - 7.2 Subject to the terms and conditions of Paxus' Club Insurance Policy (Policy), Paxus shall arrange, at the Contractor's expense for the Contractor and Consultant to be included under the Policy:
 - (a) requested to do so by the Contractor, prior to the Start Date;
 - (b) in Paxus' reasonable opinion the Contractor does not have adequate insurance cover; or
 - (c) if by the Start Date, the Contractor is unable to provide proof of such cover to Paxus' satisfaction.
 - 7.3 If Paxus obtains insurance under clause 7.2, an amount of 1% will be deducted from the Contract Rate specified in the Contract Details.
 - 7.4 The Contractor and Consultant must comply with all terms and conditions of the applicable Insurance Policy and all reasonable directions given by Paxus.
 - 7.5 The Contractor and Consultant must notify Paxus immediately once it becomes aware any actual or potential matter that may give rise to a claim under the Policy.
 - 7.6 The Contractor and Consultant shall only have the benefit of any insurance covered under clause 7.2 for the Insurance Period and only in relation to matters covered by the Policy and arising while the Contractor and Consultant perform Services for Paxus' Client as a Paxus contractor.
 - 7.7 Paxus makes no representation or warranty regarding cover provided to the Contractor or Consultant under this Policy. Paxus shall not be liable for any insurance claim made by the Contractor or Consultant. The Contractor and Consultant release Paxus from any loss or liability resulting from any unsuccessful insurance claim.
8. PRIVACY
 - 8.1 Each party acknowledges that in the course of performing this Agreement, Contractor or Consultant is likely to disclose personal information to Paxus.
 - 8.2 Paxus agrees to use such personal information according to Paxus' then current Privacy policies (which Paxus will give to Contractor and Consultant upon request). By giving Paxus personal information, Contractor and Consultant each consents to Paxus collecting, using and disclosing that information according to Paxus' then current policies.
9. TERM
 - 9.1 Subject to clause 9.2, this Agreement begins on the Start Date and ends on the End Date set out in the Contract Details.
 - 9.2 Paxus may terminate this Agreement at any time by giving Contractor written notice:
 - (a) Contractor fails to provide the Services of Consultant in accordance with this Agreement or Contractor or Consultant is in breach of any term of this Agreement; or
 - (b) Client notifies Paxus to terminate Consultant's services or the contract between Paxus and Client expires or is terminated.
 - 9.3 If this Agreement is terminated under clause 9.2, Paxus will pay Contractor for Services provided up to the termination date (subject to clauses 5.5 and 5.6), but Contractor and Consultant shall have no claim against Paxus arising from the termination, including for any lost profits, opportunity or fees.
10. GENERAL
 - 10.1 This Agreement is the entire agreement between Paxus, Contractor and Consultant regarding the Services, and supersedes all their common or separate representations, agreements or arrangements, whether written or oral.
 - 10.2 The Agreement may only be varied by offer made and accepted in writing, or otherwise in writing agreed by Consultant, Contractor and an authorized officer of Paxus.
 - 10.3 This Agreement shall be governed by the laws of the State or Territory of Client's office specified in the Contract Details (but if that is, outside Australia, the Agreement shall be governed by the laws of Victoria and each party submits to the jurisdiction of Victorian courts).
 - 10.4 The invalidity, illegality or unenforceability of any part of this Agreement (including any part of clause 4.1 or 5) shall not impact the validity, legality or enforceability of the remaining parts of this Agreement unless any other part of clause 4.1 or 5.