



**Contractor's Agreement (Casual)**

7 May 2012

Between: Canberra Solutions Pty Ltd ("Canberra Solutions")  
ABN 87 141 885 485



and Dhawal Parekh ("Contractor")



to be jointly known as the PARTIES:

Dear Dhawal,

**Contractor's Agreement**

This Agreement sets out the terms and conditions under which you will be employed by CANBERRA SOLUTIONS, from time to time, to work on assignment at the premises of clients of CANBERRA SOLUTIONS. The terms of this Agreement will only apply while you are engaged to work on assignment.

**Working on Assignment**

From time to time, CANBERRA SOLUTIONS may offer to employ you as a casual employee to work on assignment at the premises of clients of CANBERRA SOLUTIONS.

Details of the assignment, including the period of the assignment, name and address of CANBERRA SOLUTIONS' Client, the person to whom you are to report, the position in which you will work and the tasks and duties to be performed by you will be set out in the Conditions of Assignment attached to this document or as otherwise provided to you by CANBERRA SOLUTIONS before each assignment.

By the nature of your employment as a casual employee, no guarantee is provided as to the hours you will be employed to work on assignment.

An offer to work on assignment, together with the Conditions of Assignment, may be made verbally or in writing.

You may accept or reject any offer of employment made by CANBERRA SOLUTIONS to work on assignment.

If you accept an offer to work on assignment, you agree to perform the tasks for the duration of the assignment in accordance with the terms and conditions set out in this Agreement and the Conditions of Assignment. If there is any inconsistency between this Agreement and the terms of the Conditions of the Assignment, the latter will prevail.

The terms of this Agreement will apply on each occasion you work on assignment regardless of any changes in your position, title, duties or remuneration or the location of any assignment you are given.

CANBERRA SOLUTIONS has no obligation to make any offers to you to work on assignment. An offer to work on assignment is only made if there is an available assignment and your skills and abilities are suitable.

CANBERRA SOLUTIONS reserves the right to decrease the period of the assignment at any time.



The decision as to who is offered assignments will depend on the client's requirements and there is no guarantee of assignments being offered to you. At the end of each assignment, your services with CANBERRA SOLUTIONS will end and there will be no employment relationship between you and CANBERRA SOLUTIONS between assignments. To avoid doubt, signing this Agreement does not make you a permanent employee of CANBERRA SOLUTIONS.

If the Client asks you to carry out duties, which are inconsistent with the Conditions of Assignment, you must first tell CANBERRA SOLUTIONS before performing that work.

### Your Entitlements

CANBERRA SOLUTIONS agrees to pay you for the hours you work during the period of the assignment at the Rate set out in Conditions of Assignment. The Rate is paid to you in lieu of you accruing entitlements to annual leave, sick leave, paid carer's leave and paid compassionate leave. CANBERRA SOLUTIONS will deduct, in accordance with the law, any PAYE tax that is payable on your Rate.

CANBERRA SOLUTIONS agrees to pay you for the hours worked on a monthly basis provided that CANBERRA SOLUTIONS receives your timesheet, which has been correctly completed and approved by the client, by no later than 6:00 pm Friday every week. If you are not working on assignment on a weekly basis, the timesheet must be approved and submitted at the end of each day during the assignment.

CANBERRA SOLUTIONS is entitled to adjust any future payments to you if your actual working hours differ from the information provided on your timesheet. You agree that CANBERRA SOLUTIONS is permitted to deduct any overpayments made to you from future payments.

If you qualify for superannuation, CANBERRA SOLUTIONS will contribute the minimum amount of superannuation required by law into a complying superannuation fund of your choice. If you do not choose a superannuation fund, contributions will be made into CANBERRA SOLUTIONS' default fund.

### Your Obligations

You must carry out your duties specified in the Condition of Assignment with skill and diligence, honestly and fairly.

You agree to work the hours specified in the Conditions of Assignment. The hours of work may only be changed during the assignment by agreement between CANBERRA SOLUTIONS, the client and you.

You must not have any conflict of interest between CANBERRA SOLUTIONS' interests or those of the client and your interests. If you believe that a conflict of interest may arise you must tell CANBERRA SOLUTIONS promptly.

If you are unable to attend at any time during the period of an assignment, you must notify the client at least two hours prior to the commencement time required for the performance of your duties and CANBERRA SOLUTIONS as soon as possible.

You must tell CANBERRA SOLUTIONS promptly about anything you become aware of which may affect your ability to carry out your duties promptly and efficiently and in accordance with this Agreement.

If you use your own equipment to perform the tasks and duties set by the client, you warrant that the equipment is in proper working order. You warrant that the computer equipment and software utilised is licensed and virus free. You must not introduce into the client's equipment by any means, any software, program or data without authority from the client.



You must take every reasonable precaution to prevent contamination and diffusion of any software contamination including computer viruses, worms and trojans. You warrant that in the provision of your services, you will not use any equipment capable of communicating with the client's software other than those authorised by the client in writing. You must not carry computer magnetic media between clients' premises and nor shall you introduce or use your own computer magnetic media on the client's premises without written permission from the client. You indemnify CANBERRA SOLUTIONS and agree to keep CANBERRA SOLUTIONS indemnified from all costs, damages, or expenses resulting from the introduction of your own disks causing any contamination to the client's software or hardware resulting from your services.

During your assignment and after it comes to an end, you must not do anything which may harm CANBERRA SOLUTIONS' reputation or the reputation of the client.

You must comply with all laws in so far as they affect you and the performance of your duties.

You must comply with all directions that CANBERRA SOLUTIONS or the client gives you regarding the performance of your duties including without limitation, directions given regarding work to be done, directions regarding safe work procedures, administrative procedures to be adopted or used and professional conduct. You are not required to do anything which may be illegal or unethical.

You must promptly tell CANBERRA SOLUTIONS about anything which you become aware of which may affect CANBERRA SOLUTIONS' interests.

#### **Confidentiality and IP**

You must not directly or indirectly disclose any of CANBERRA SOLUTIONS' Confidential Information or that of our client, unless required to do so by law or if the disclosure is necessary in connection with performing your duties on assignment or the disclosure is to an officer or employee of CANBERRA SOLUTIONS or the client (where relevant), to the extent that he or she needs to know the confidential information or CANBERRA SOLUTIONS or the client (where relevant) consents in writing to the disclosure.

"Confidential Information" means all trade secrets, manufacturing processes, formulae or any information relating to the business affairs, accounts, marketing plans, sales plan, prospects, research, management, financing, products, inventions, designs, processes and any databases, data surveys, records, reports, software or other documents, material or other information whether in writing or otherwise concerning CANBERRA SOLUTIONS or the client which is not readily available in the public domain.

All right, title, interest and intellectual property rights in and to any material prepared by you during the course of the assignment will belong to the client.

If you are the author of any work, the client may use it in any manner. You consent to this use except in the situation where it would, infringe your moral rights.

#### **Bringing Employment to an End**

Your employment under this Agreement to work on assignment will end at the end as specified in the Conditions of Assignment, as amended from time to time.

CANBERRA SOLUTIONS may end your assignment in accordance with the Conditions of Assignment by giving notice to you if CANBERRA SOLUTIONS receives a notice from the client stating that the client, is dissatisfied



with your performance and the client wishes to replace you or the provision of services are no longer required, or both.

Notwithstanding anything to the contrary in this Agreement, either party may terminate the assignment at any time by giving to the other party notice as stipulated in the attached Conditions of Assignment Schedule.

CANBERRA SOLUTIONS may bring your assignment to an end without notice for any of the following reasons:

- (a) gross willful misconduct;
- (b) intoxication;
- (c) theft;
- (d) sexual harassment;
- (e) racial discrimination;
- (f) gross incompetence;
- (g) defamation of CANBERRA SOLUTIONS;
- (h) misuse of the client's property including e-mail and internet;
- (i) if CANBERRA SOLUTIONS becomes aware that anything you have told it before it contracted you regarding your previous employment or work experiences is untrue;
- (j) any other act which a common law would entitle CANBERRA SOLUTIONS to end your employment summarily.

Upon the ending of your assignment for any of the reasons noted in the paragraph above, you are not entitled to claim any compensation or damages from CANBERRA SOLUTIONS in relation to the assignment ending.

If a court, tribunal or authority decides that you are not properly categorised as a casual employee, but as a full time or part time employee, you agree that CANBERRA SOLUTIONS may set off the amount of the casual loading paid to you against any liability that may be incurred by CANBERRA SOLUTIONS to provide you with any entitlements in addition to the basic rate of pay to be paid to you as a result of the decision including, but not limited to, any leave entitlements.

#### **Non-Solicitation**

The Parties undertake that during the course of this Agreement and for a period of 6 months following its expiration or the conclusion of the Services, they will not:

- a) solicit or entice a staff member or contractor that performs the Services, from the other; or
- b) seek employment with the clients of the company or engage any such person in any way (including as an independent contractor) provided. However, this restriction does not apply to offers to personnel who independently respond to general solicitations not specifically targeting those personnel (such as newspaper advertisements and internet postings)

#### **CANBERRA SOLUTIONS Policies and Procedures**

You agree that you will, while working on assignment, comply with CANBERRA SOLUTIONS' Policies and Procedures as notified by an Authorised Representative of CANBERRA SOLUTIONS, including but not limited to:

- (a) CANBERRA SOLUTIONS Occupational Health and Safety Policy;
- (b) CANBERRA SOLUTIONS Equal Employment Policy;
- (c) CANBERRA SOLUTIONS Grievance Policy;

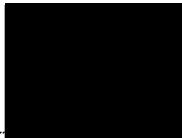


(d) CANBERRA SOLUTIONS Privacy Policy,

CANBERRA SOLUTIONS may review, vary, amend, add to or withdraw these policies and procedures from time to time in its absolute discretion however, in any of these circumstances CANBERRA SOLUTIONS agrees that it has a duty of care to promptly notify of these changes.

**Jurisdiction**

The terms and conditions set out in this Agreement will be governed by the laws of New South Wales.



Signed for and on behalf of CANBERRA SOLUTIONS

*Sonata M-D.*

Name

I, \_\_\_\_\_ agree to the terms and conditions of this Agreement

\_\_\_\_\_  
Signature of Contractor

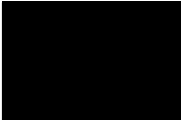
\_\_\_\_\_  
Date



**Conditions of Assignment**

Period	7 May 2012 to 6 November 2012
Client	University Of Sydney
Duties/Position	Project Manager
Daily Rate(8 hour day)	\$422.02 (exclusive of Superannuation)
Notice Period	2 weeks

The Agreement forms part of these Conditions of Assignment



Signed for and on behalf of CANBERRA SOLUTIONS

Sarata M.O.  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date