

CONTRACTOR AGREEMENT

1. **Principal**

name
address1
address2
address3
ABN.

2. **Contractor**

name
address1
address2
address3
ABN.

3. **Purpose**

The Principal and CLIENT NAME (“Client”) have entered into a contract dated MONTH, YEAR (the “Contract”) under which the Principal has agreed to provide the Client with the services described in the Contract. The parties have agreed that the Contractor will perform certain of those services for the Client. The Principal and the Contractor agree that the following terms and conditions will apply to the services to be performed by the Contractor under this Agreement:

4. **Period**

This Agreement will commence on signing by both parties and conclude on DATE with the provision of all deliverables as set out in the Schedule of this Agreement.

5. **Services**

The Contractor will provide to the Principal Services as set out in the Schedule of this Agreement (“the Services”), subject to the terms and conditions of this Agreement.

The Contractor must provide the Services to the Principal in accordance with the requirements for the provision of the services pursuant to the Contract. The Contractor must comply with any direction or instruction by the Client, with which the Principal is required to comply under the contract (including without limitation, with regard to conflicts of interest). The Contractor must ensure the Principal meets its obligations under the Contract and the Contractor undertakes not to do anything or omit to do anything that will cause the Principal to breach a provision of the Contract.

The Contractor will report to the Principal, or the authorised representative of the Principal, as and when requested to do so, in respect of the performance of the Services. The Contractor will comply with all reasonable requests of the Principal to provide information or access required to comply with the Principal's obligations to the Client under the Contract.

6. **Payment**

In consideration for the Contractor providing the Services to the Principal, the Principal will make the payment to the Contractor in accordance with the provisions of this clause.

Payments will be paid to the Contractor within 30 days of the receipt of a GST-compliant invoice detailing the deliverables in arrears and following verification by the Principal of the successful completion of those deliverables. Payments will be subject to the Principal receiving payments from the Client.

7. **Termination**

This Agreement may be terminated by either party, if the Contract shall expire or be terminated for any reason, by the giving of 21 days written notice.

This Agreement may be terminated immediately on the occurrence of any one of the following events:

- (a) upon the cessation of business of either party to this Agreement;
- (b) the Contractor commits any material breach of this Agreement;
- (c) the Contractor fails to comply with any relevant statutory or regulatory requirement;
- (d) the Contractor fails to deliver the Services in a quality and timely manner as per the Schedule.

8. **Confidentiality**

The Intellectual Property of each party prior to entering into this agreement shall remain the property of that party including any improvements thereto and that property will be kept confidential by the other party from any disclosure by the recipient to any other person or corporation in any form whatsoever during the currency of this agreement and for 12 months after the expiry or termination of this agreement unless with the prior written consent of the disclosing party.

Neither party may provide to a third party any data belonging to the other party without permission in writing from the other party. The data of each party shall remain in the possession of that party unless required for the undertaking of the business of the Principal during the event and in that case with the consent of the Principal.

Unless the one party otherwise agrees, all information about, or in any way relating to, that party, its business, transactions, affairs, techniques or processes, or its clients, which the other party obtains or learns during the currency of this agreement is confidential.

The Contractor acknowledges that confidential information is solely and exclusively the property of the Principal and vice versa.

Except as authorised or required by this Agreement, the Contractor shall not use or disclose, to any person or persons or Company any confidential information which it obtains or learns in the performance of the Services and vice versa.

The restrictions contained under this clause shall continue to apply for 12 months after the termination of this Agreement, but shall cease to apply to information which is in the public domain.

This clause operates in accordance with the requirements of the Contract between the Principal and the Client.

9. **Property**

All property, including but not limited to documents and copies thereof created by the Contractor under this Agreement, or which came into the possession of the Contractor pursuant to the performance of the Services, are the property of the Principal. All such property must be returned to the Principal immediately upon termination of this Agreement. As required by the Contract between the Principal and the Client, this property vests in the State of Victoria.

10. **Freedom to Contract**

The Contractor will be free to enter into contracts with third parties for the provision of services by the Contractor to the third party while this Agreement is in force, subject to the Contractor's not being placed in a conflict of interest, or in a possible conflict of interest, as between the Contractor's obligations to the Principal under this Agreement and the Contractor's obligations to the third party.

11. **Nature of the Relationship**

The Contractor and the Principal agree that the Contractor will provide the Services to the Principal as a Contractor and will not be in the partnership with the Principal or an employee, servant or agent of the Principal for any purposes whatsoever.

12. **Insurance**

The Contractor agrees to perform and observe all obligations and requirements of it by law in relation to the Contractor, including but not limited to, paying all necessary taxes, duties and imposts and taking out and continuing all necessary insurances, including public liability, professional indemnity and compliance with workers' compensation obligations.

13. **Indemnity**

The Contractor hereby indemnifies, and agrees to keep indemnified the Principal and its respective officers, servants, employees and agents, against all losses, liabilities, claims and expenses which arise from:

- (a) any act or omission of the Contractor in connection with the Services whether at common law, or for breach of statutory duty, or under any other statute or law;
- (b) any injury or damage suffered by the Contractor;
- (c) without limiting the above, any act or omission of the Contractor that causes or contributes to any loss, liability, claim or expense being incurred by the Principal under or in connection with the Contract.

The Contractor shall take out and maintain adequate insurance to cover its obligations under this Agreement.

14. **Assignment**

The Contractor may not assign its rights and obligations under this Agreement to any other party, without the consent of the Principal.

15. **Variation**

The terms of the Agreement may not be varied otherwise than in writing signed by the Contractor and the Principal.

16. **Compliance**

The Contractor shall observe all applicable industrial laws and awards in each sphere of its activities in connection with the Services and carry out the Services under this Agreement in accordance with the highest professional standards.

17. **Governing Law**

This Agreement will be constructed and governed by the law of the state of Victoria.
EXECUTED as an Agreement.

SIGNED by XXXXX as authorised

representative of [name of Contractor] By executing this Agreement the signatory warrants
that the signatory is duly authorised to execute this
Agreement on behalf of [name of Contractor]

In the presence of

.....)

Signature of witness

.....)

Name of witness (block letters)

.....)

Address of witness

.....)

.....)

Occupation of witness

SIGNED by xxxx as authorised .
representative for PRINCIPAL COMPANY
NAME

.....
By executing this Agreement the signatory warrants
that the signatory is duly authorised to execute this
Agreement on behalf of PRINCIPAL COMPANY
NAME

In the presence of:

.....)

Signature of witness

.....)

Name of witness (block letters)

.....)

Address of witness

.....)

.....)

Occupation of witness

Payment Schedule

With the exception of the first payment, payments will only be made on satisfactory completion of the deliverables pertinent to each date in the timeline.

XXXX

Other

SAMPLE ONLY