**Attachment D**

 **Contract Template Document 1**

### ****Contract for Professional Services****

|  |  |
| --- | --- |
| **1. Entity requiring the services:** U3A-ACT Inc **ABN**: **35 234 986 878** | 2. Contractor:ABN: Person providing the services if different from above:  |
| 3. U3A-ACT Inc Contact:Name: Tel: Email: Mail address: Hughes Community Centre,2 Wisdom Street, Hughes, ACT 2605 | 4. Contractor Contact:Name:Tel:Mob: Email:Mail address: |
| 5. Services: See attached brief | 6. Term: Commencement date:**Completion date:** |
| 7. Fee: $ Is GST payable on this fee? | 8. Location:  |
| **9. Hours:**  | **10. Contractor’s Insurance:**TYPE: COVERPublic liability: Professional indemnity: (Documentation to be supplied to U3A-ACT Inc Inc before contract signed) |
| SIGNED FOR U3A-ACT INC Name & Office held: Signature:Name & Office held: Signature:**Date**: | SIGNED FOR CONTRACTOR BYName and Title:**Signature**:**Date:** |

### Terms of Agreement

#####  1. Engagement & Term

U3A engages the Contractor to provide the services described in box 5 during the Term described in box 6 at the location described in box 8.

##### 2. ****Fee and payment****

The fee and payment described in box 7 will be paid in the manner described in box 7 on receipt of a tax invoice detailing hours worked and approved expenses incurred.

##### 3. ****Contractor's obligations****

3.1 The Contractor agrees with U3A to:

* perform its obligations under this agreement in a competent and professional manner
* ensure that the services are provided or the contract completed in a timely manner
* comply with any reasonable requests by U3A in relation to the provision of the services
* comply with all relevant legal requirements at its own expense..

3.2 Where the Contractor requires access to U3A premises, access will be available during the hours stated in box 9 or at such other reasonable times as agreed by the parties.

3.3 When accessing U3A premises, the Contractor agrees to comply with the policies of U3A, including those in relation to occupational health and safety.

##### 4. ****Indemnity****

The Contractor is liable for and shall indemnify U3A- against any claims in respect of any injury or damage whatsoever to property whether real or personal insofar as that injury or damages arises out of or in the course of or by reason of the Contractor’s performance whether negligent or otherwise of its obligations under this agreement.

##### 5. ****Insurance****

The Contractor must take out and maintain those insurance policies specified in box 10.

##### 6. ****Confidentiality****

6.1 The Contractor agrees to keep the Confidential Information of U3A confidential and without the prior written consent of agree not to:

* use the information other than for the purposes of the agreement
* directly or indirectly disclose the information to any third party, beyond those reasonably involved in the agreement on a need to know basis.

6.2 For the purpose of this clause, "Confidential Information" means any information designated by U3A as confidential, or which is by its nature confidential and includes information existing prior to commencement of this agreement or created in the course of this agreement. No information will be regarded as confidential if it:

* is already in the public domain
* is received by the Contractor from a third party who is lawfully in possession and has the power to disclose the information
* becomes available to the Contractor by any means other than a breach of this agreement by the Contractor.

##### 7. ****Intellectual Property****

Nothing in this agreement alters the Contractor's ownership of any intellectual property it owned prior to this agreement. U3A will own all materials delivered ("the Materials") and all intellectual property created by the Contractor in performing its obligations under this agreement. The Contractor agrees to supply U3A with the Materials on termination of this agreement.

##### 8. ****Moral Rights****

8.1 To the extent permitted by law, if the Contractor is the owner of Moral Rights in any of the Materials, the Contractor unconditionally and irrevocably consents to any act or omission that would otherwise infringe the Contractor's Moral Rights in the Materials and in particular consents to the following acts:

* any use of the Materials that does not identify the Contractor
* any use of the Materials that may falsely attribute authorship of the Materials to any other person
* any alteration or deletion to the Materials by U3A- for the purpose of exercising its rights under this agreement.

8.2 For the purposes of this clause, "Moral Rights" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that may exist in the Materials.

##### 9. Termination

U3A may terminate this agreement by notice in writing to the Contractor if the Contractor is in breach of a term or condition of this agreement and the breach is not remedied within 14 days of service on the Contractor of a written notice specifying the breach and requiring it to be remedied. Such termination will be without prejudice to any other right or action U3A Inc may have against the Contractor.

##### 10. ****No assignment****

This agreement cannot be assigned without the consent of the other party.

##### 11. ****Relationship****

Nothing in this agreement constitutes a relationship of partnership or of employer and employee between the parties and the parties expressly deny any such relationship.

##### 12. Conflict of interest

##### 12.1 The Contractor will disclose in writing any conflict of interest that exists or arises during the term of the contract.

#####  12.2 The Contractor will comply with any reasonable direction from U3A to manage or avoid a conflict of interest.

##### 12.3 The Contractor shall not hold financial membership of U3A during the period of this Contract.

##### ****13. Law and Jurisdiction****

13.1 This agreement is governed by the laws of the ACT.

13.2 Each party submits to the non-exclusive jurisdiction of the ACT courts.

##### 14. Disputes

If a dispute arises between U3A and the contractor in relation to this contract, both parties will use best endeavours to resolve the dispute. If U3A and the contractor cannot resolve the dispute, the parties will submit the dispute to a mediator registered in the ACT for mediation. Both parties agree to attend the mediation and to pay half the costs of such mediation.

#####  15. ****Other Matters****

[Matters as required]

##### 16. ****Terms of agreement****

This agreement consists solely of these terms numbered 1 through to 16 and the contents of the boxes overleaf.