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| Agreement | This Agreement is made and entered into by Interactive and Adrian Mattina as at Click or tap to enter a date..  This agreement confirms the terms and conditions of contractor engagement. | | | | |
| Contractor details | Contractor’s Full Name: Adrian Mattina  ABN: 76 165 487 669  Mailing Address: 744 Toorak Rd, Hawthorn East, VIC, 3123  Contact Person: Adrian Mattina  Email: adima@telstra.com | |  | | |
| Term of Agreement | The term of this Agreement shall begin on ***DATE*** and continue until ***DATE***, unless terminated earlier as set forth in this Agreement. The term of this Agreement may be extended by mutual agreement between the parties. | | | | |
| Description of services | The Contractor will provide the following services:  The Contractor shall take direction from **[*Report*]** or as directed by Interactive Chair. Additional services or amendments to the services described above may be agreed upon between the parties. | | | | |
| Payment | Subject to providing the services as outlined above, the Contractor will be paid the sum of $***XX*** per ***day/week/month/upon completion of the services***, plus GST (if the Contractor is GST registered). The Company will be invoiced ***weekly/biweekly/monthly/upon completion of the services****,* with payment due within ***XX*** business days of receipt of the invoice. | | | | |
| Relationship | The parties acknowledge that in providing the services the Independent Contractor acts as an Independent Contractor as governed by the Independent Contractor Act 2016 (Commonwealth) and not as an employee partner or agent of Interactive and the Independent Contractor shall have no authority to act for or bind Interactive in any manner whatsoever other than as expressly contemplated by this Agreement.  As a consequence of the Independent Contractor relationship, the Independent Contractor agrees that the Independent Contractor is:   1. Not entitled to payment of salary, holiday pay, sick pay, severance pay, long service leave or any other entitlement which an employee has in respect of his or her employer; 2. Solely responsible for all payments in relation to any taxes, such as but not limited to income tax, PAYGWT, payroll tax, sales tax or any other payments imposed on an employer in respect of employees under the law of Australia and New South Wales; 3. Solely responsible for providing superannuation, sickness benefits and WorkCover in respect of its employees; 4. Solely responsible for ensuring compliance with all relevant laws of Australia and New South Wales with respect to its provision of the care services. | | | | |
| Contractor Obligations | The Independent Contractor agrees to:   1. Perform the services with all due care, skill, expertise and the level of professional or academic knowledge that would reasonably be expected in the circumstances; 2. Comply with the reasonable instructions and directions as may be given by the Interactive from time to time and; 3. Not appoint any other person to perform any of its duties set out in this agreement without the prior written approval of Interactive; 4. The Independent Contractor will provide the services as an Independent Contractor not as an employee of Interactive. 5. The Independent Contractor agrees to comply with all Interactive rules, regulations and policies, as well as any State and Federal legislation which apply to the Independent Contractor in relation to the services. | | | | |
| Insurance | The Contractor must maintain the following insurance policies during the Agreement (include those which apply in this instance):   1. Public liability insurance, in the amount of not less than AUD amount insured in respect of each and every occurrence and unlimited in the aggregate for any period of cover; 2. Worker’s compensation insurance which covers all employees and sub-contractors (if any); 3. Professional indemnity to an amount of amount insured for any single occurrence; 4. Any insurance which is compulsory under the laws for the time being in force in any jurisdiction where the Contractor conducts the Project Activities; and 5. Insurance against any loss or damage to an Asset for its full reinstatement or replacement cost.   The Contractor must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable.  On request the Contractor must provide a copy of valid and current certificates of currency for each or any of the policies described above.  The Contractor must ensure that all insurance taken out under this clause is with an insurer recognised by the Australian Prudential Regulation Authority or regulated by a State/Territory Auditor-General. | | | | |
| Work Health & Safety | In accordance with the *NSW* *Work Health and Safety Regulations 2011*, it is a requirement that the Independent Contractor undertakes a risk assessment and, where necessary, implements Safe Work Method Statements (SWMS) for the services.  The contractor shall:   1. Properly supervise and control the work of its employees, agents and workers; and 2. Comply with all safety requirements in relation to the project works required by law, including the Work Health and Safety Act 2011 (NSW) and regulations made under that Act, as administered by WorkCover NSW. 3. Develop and submit for approval safety documentation as directed by the XYZ Landcare, which may include safe work method statements and construction plans to minimise risks to safety and the environment. 4. Provide all things and take all measures necessary to protect people and property. | | | | |
| Privacy & Confidentiality | The Independent Contractor covenants to keep confidential, and ensure its agents, employees and contractors keep confidential:   1. All confidential information expressed by Interactive (“Confidential Information”) 2. All information provided by Interactive to the Independent Contractor for the purposes of this agreement 3. All information created as a result of this Agreement; and agrees not to disclose such information without the prior written approval of the company.   The Independent Contractor agrees to comply with the Privacy Acts, any approved Privacy Codes and with Interactive’s Privacy Policy as amended from time to time in respect of any personal or health information held by Interactive which the Independent Contractor becomes aware of or has access to in connection with this agreement and any personal or health information collected, held, managed, used, disclosed or transferred by the Independent Contractor in connection with this agreement. | | | | |
| Intellectual Property | The Independent Contractor acknowledges and agrees that ownership of and all Intellectual Property Rights in any Project Material will vest on their creation in Interactive. | | | | |
| Termination | The Agreement may be terminated:   1. By either party by giving notice to the other party where the other party has breached any material provision of the Agreement and that other party has not rectified the breach within 30 days of receiving notice requiring it to do so; or 2. By Interactive giving written notice to the Independent Contractor that it is no longer receiving funding in accordance with the terms of its Funding Deed to enable it to continue to fund the project. | | | | |
| Agreement | The parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the date above. | | | | |
| Signed for and on behalf of Interactive | | | Signed for and on behalf of Independent Contractor | |
| Signature:  Date:  Print Name: Albert Tanone |  | | Signature:  Date:  Print Name: Adrian Mattina |  |

