

EMPLOYMENT CONTRACT

PART A: OFFER OF EMPLOYMENT

BETWEEN THE UNIVERSITY OF ADELAIDE (**'the University'**)
AND THE APPOINTEE Mr Hoang Son Le (**'the Staff Member'**)

The University offers to engage the services of the Staff Member on the basis described in Parts A to D to perform the duties described in Part E of this Contract.

Any future offers of employment will be made in writing only.

PART B: STAFF MEMBER DETAILS

Title: Mr
First Name(s): Hoang Son
Last Name: Le
University ID Number: 1691819
Address: U 6 18 Margaret St
NORWOOD SA 5067
Australia
Phone Number: 0416466568
Date of Birth: 29 October 1995

PART C: CONTRACT DETAILS

Type: Professional
Classification: Higher Education Officer Lvl 8 (Step 2)
Position Title: APPF Software Engineer
Employment Type: Fixed-Term
Fixed-Term Category: Specific task or project as defined in the *University's applicable Enterprise Agreement* (as amended or replaced)
Contract Start Date: 27 November 2023
Contract End: 30 June 2028 or until such time as your position is no longer wholly or substantially funded by identifiable non-recurrent funding external to the University or the specific task or project for which you are employed is completed, whichever is earlier.
Probationary period: 6 months
Reports to: Data Management Director, APPF
Weekly Hours: 36.75

PART D: REMUNERATION

	\$ per annum	
Base Salary	109,450.00	
Employer Superannuation Contribution	18,606.50	Note 1
Leave Loading	1,473.37	Note 2
Total Remuneration Package	129,529.87	Note 3
Note 1	Employer Superannuation Contribution is 17% of Base Salary.	
Note 2	Leave Loading is paid annually in accordance with the Enterprise Agreement.	
Note 3	The University will pay remuneration to the Staff Member in consideration of the Staff Member's performance of the Duties in the terms of this Employment Contract.	

PART E: CONDITIONS OF EMPLOYMENT

Recitals

- a. The University and the Staff Member enter into this Employment Contract understanding this replaces and excludes all previous oral or written agreements, undertakings, representations or negotiations relating to the employment of the Staff Member under this Employment Contract.
- b. The University and Staff Member agree that the laws of Australia govern the operation of this Employment Contract and any dispute that may arise in relation to this Employment Contract.

Duties

- a. The Staff Member must:
 - i. perform to the best of the Staff Member's abilities and knowledge, the duties assigned to the Staff Member by the University from time to time and defined in the relevant Position Description, whether during or outside the Staff Member's hours of work, at such places as required by the University;
 - ii. devote the whole of the Staff Member's time during the Staff Member's hours of work for the University to the Staff Member's duties for the University, unless the University has provided written approval for any other activities;
 - iii. serve the University diligently and faithfully to the best of the Staff Member's ability;
 - iv. comply with lawful and reasonable directions given to the Staff Member by the University;
 - v. use the Staff Member's best endeavours to maintain, promote and advance the University;
 - vi. be loyal to and supportive of the University's reputation, aims and objectives;
 - vii. act in the University's best interests; and
 - viii. comply with all legal, regulatory and mandatory obligations applicable to the Staff Member's position and the duties assigned to the Staff Member, including the *University of Adelaide Act 1971* and its supporting statutes,

rules and by-laws.

- b. International, inter and intra-state travel may be required.

Appointment

- a. The Staff Member may be required to undertake duties at any of the University's operations. The Vice-Chancellor may re-assign the Staff Member to different duties consistent with the University's Enterprise Agreement (as amended or replaced), if relevant, or to a different location within the University.
- b. The Staff Member acknowledges that the University does not warrant or represent that the Staff Member's appointment will continue beyond the Contract End Date. However, if the Staff Member's appointment as APPF Software Engineer continues after the Contract End Date, then the terms of this Employment Contract, except the term of the Contract, will continue to apply, unless varied by the parties in writing.

Outside Interests

- a. The Staff Member agrees not to act in conflict with the University's best interests.
- b. The Staff Member agrees to abide by the requirements and obligations detailed in the University's [Behaviour and Conduct Policy](#) and its associated procedures (as amended or replaced) in relation to:
 - i. undertaking work outside of the University; and
 - ii. avoiding any actual or potential conflicts of interest.

Leave Entitlements

- a. The Staff Member is entitled to leave entitlements as outlined in clause 4 of the *University's Enterprise Agreement* (as amended or replaced), the National Employment Standards and the *Defence Reserve Service (Protection) Act (2001)*.
- b. Subject to the *University's Enterprise Agreement* (as amended or replaced), the University may direct the Staff Member to take leave between Christmas Day and New Year's Day, inclusive.

Remuneration

- a. The University and the Staff Member agree that the remuneration indicated in Part D of this Employment Contract is in full compensation for all hours and circumstances in which work is performed.
- b. In consideration of the Staff Member performing the duties set out in this Employment Contract and complying with the Staff Member's other obligations under this Employment Contract, the University will:
 - i. pay the Staff Member, via Electronic Funds Transfer, into the Staff Member's nominated account;
 - ii. deduct from the Staff Member's salary and remit to the Australian Tax Office instalments of income tax in compliance with the University's

- obligations under federal taxation legislation;
- iii. make any other deductions from the Staff Member's remuneration which the University is lawfully authorised or obliged to make; and
- iv. make superannuation contributions as required to ensure that the University does not have an individual superannuation guarantee shortfall in respect of the Staff Member under the Superannuation Guarantee (Administration) Act 1992 (Cth) and as necessary to ensure that the University is not subject to the charge which is or may become payable under the Superannuation Guarantee (Administration) Act 1992 (Cth) in respect of the Staff Member.

University Property

- a. All University Property provided to the Staff Member by the University is and will remain the property of the University. Unless otherwise permitted by University Policy or Procedure, the Staff Member may use such University Property for the purpose of carrying out the duties of their employment pursuant to this Employment Contract, and for no other purpose.
- b. At the University's request, at any time, the Staff Member must return all University Property. The Staff Member is not entitled to retain copies of any such University Property in any form, unless otherwise agreed in writing by the Vice-Chancellor and President on behalf of the University.
- c. 'University Property' includes:
 - i. All tangible and intangible, real and personal property of the University or any associated entity of the University (including property owned by, leased or licensed by, or in the power, possession or control of, the University or any associated entity of the University) including all plant and equipment, stationery, raw materials, consumables, written or machine readable material, software, computers, credit cards, keys, mobile telephones, security passes, vehicles and other resources;
 - ii. All documents (including any form of electronic records) which include any Confidential Information (as defined below) or which relate to the business of the University or any associated entity of the University, or any customer of or supplier to the University or any associated entity of the University; and
 - iii. All Intellectual Property Rights (as defined below) in any such things.

Intellectual Property Rights

- a. In this Employment Contract:
 - i. 'Intellectual Property Rights' means all intellectual property rights, including but not limited to patents, copyright, rights in circuit layouts, designs, moral rights, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential, and any application or right to apply for registration of any of those rights described above in any part of the world, whether or not such rights are registered or capable of being registered.
 - ii. 'Moral Rights' includes the right of attribution of authorship, right not to have authorship falsely attributed, and right of integrity of authorship (being the right not to have a work subjected to derogatory treatment), which rights are created by the *Copyright Act 1968* (Cth), and any other

analogous right capable of protection under the laws of any applicable jurisdiction.

b. The Staff Member:

i. agrees that:

- A. all existing and future Intellectual Property Rights created, authored or otherwise contributed to by the Staff Member in the course of the Staff Member's employment by the University (including improvements or modifications to the University's existing Intellectual Property Rights); and
- B. any ideas, creations, methods, discoveries, inventions or improvements (whether registrable Intellectual Property Rights or not) which are reduced to practice or conceived by the Staff Member using the University's funds,

(together, 'Developments'), will vest in the University upon creation, unless there is a specific written agreement to the contrary;

- ii. to the extent that they have such rights, irrevocably assigns any and all rights, title and interest in the Developments to the University and agrees that no additional documentation is necessary to complete the assignment in this clause;
 - iii. irrevocably appoints the Vice-Chancellor and President (or delegate) as their attorney for the sole purpose of taking any action to give effect to and otherwise make good the University's rights to own all Intellectual Property Rights in the Developments;
 - iv. must use their best endeavours to ensure that the Developments do not infringe the Intellectual Property Rights or any third party; and
 - v. has a duty to create or generate Intellectual Property Rights in the course of the Staff Member's employment with the University, unless there is a specific written agreement to the contrary.
- c. The Staff Member acknowledges that the University's Intellectual Property Policy, as amended or replaced from time to time ('IP Policy') is incorporated by reference into this Employment Contract. The Staff Member agrees to comply with and be bound by the IP Policy.
- d. Notwithstanding the above, subject at all times to the terms of the IP Policy in force from time to time, the Staff Member may be entitled to:
- i. a share of net revenue derived from any commercialisation of the Developments by the University; and/or
 - ii. retain ownership of Intellectual Property Rights in certain scholarly or creative works.
- e. The Staff Member represents, warrants and undertakes that, to the best of the Staff Member's information, knowledge and belief (having made reasonable inquiries), that (i) they have the necessary authority to use and allow the University to use any pre-existing Intellectual Property Rights, materials and other information brought or provided to the University by the Staff Member and (ii) such use will not infringe the Intellectual Property Rights of any third party.
- f. The Staff Member voluntarily and unconditionally consents to all or any acts or omissions by the University, or persons authorised by the University, in relation to the Developments which would otherwise infringe the Staff Member's Moral Rights.
- g. If the Staff Member wishes to exploit any aspect of any Development, the Staff Member must obtain the prior written approval of the Vice-Chancellor and

President (or delegate).

Policies, Procedures and Codes

- a. Unless expressly stated otherwise, policies, procedures and codes (as amended or replaced) of the University do not form part of this Employment Contract and are not intended to be contractual in nature.
- b. The Staff Member acknowledges the University's policies, procedures and codes contain reasonable and lawful directions by the University which the Staff Member must familiarise themselves and comply with.
- c. The Staff Member acknowledges the University may vary or rescind any policies, procedures and codes from time to time in its absolute discretion. Where there is any inconsistency between the University's policies, procedures and codes, and this Employment Contract, the terms of this Employment Contract will apply.

Termination of Employment

- a. The University may terminate the Staff Member's employment according to the provisions contained in the *University's Enterprise Agreement* (as amended or replaced).
- b. The Staff Member may resign at any time in accordance with the notice requirement in the *University's Enterprise Agreement* (as amended or replaced).

Confidentiality

- a. In this Employment Contract, 'Confidential Information' means all information of a confidential nature (as determined by the University) whether in tangible or intangible form generated, accessed or obtained by or made available to the Staff Member in the course of or in connection with the Staff Member's employment with the University including but not limited to:
 - i. information relating to the business affairs of the University and associated entities;
 - ii. technical information, trade secrets, technical data, marketing procedures and information, accounting programs and procedures, financial information, course structures, teaching and lecture notes and aids, reference materials, student information, student lists, know how, technology operation procedures, price lists, data bases, source codes, methodology and like information relating to the business of the University and associated entities;
 - iii. any research or development work done or undertaken or proposed to be done or undertaken by or for the University or its associated entities;
 - iv. any materials, data, documents or information the disclosure of which, would prevent or impede the creation or registration of Intellectual Property;
 - v. information concerning legal proceedings to which the University or its associated entities is or is likely to be party;
 - vi. other information which the University or its associated entities tells the Staff Member is confidential or which, if disclosed, the Staff Member knows or ought reasonably to know would or might possibly be detrimental to the University;

- vii. all other information which is imparted to the Staff Member in circumstances where the Staff Member knows or ought reasonably to know that the information is confidential to the University, associated entities or to any persons with whom the University is concerned; and
 - viii. names of suppliers, customers and agents of the University and associated entities of which the Staff Member becomes aware or generates in the course of the Staff Member's employment with the University, except where:
 - A. such information has become public knowledge other than as a consequence of breach by the Staff Member of obligations under this Employment Contract or breach by some other person of a duty of confidence to the University; or
 - B. such information forms part of the Staff Member's stock of general skill and knowledge.
- b. Subject to this clause, the Staff Member agrees:
 - i. not to copy, reproduce, divulge or use any Confidential Information other than in the proper course of the Staff Member's duties as an employee of the University;
 - ii. not to use any Confidential Information in any manner which may cause loss, embarrassment or be in any other way detrimental to the University; and
 - iii. to immediately notify the University if the Staff Member becomes aware of a breach of this clause.
- c. The Staff Member must not disclose any Confidential Information unless one of the following circumstances applies:
 - i. The University has consented in writing to the disclosure. The consent may be subject to the condition that the person to whom the disclosure is to be made enter into a separate confidentiality agreement with the University.
 - ii. The disclosure is specifically contemplated and permitted by this Employment Contract.
 - iii. The disclosure is to a professional adviser of the Staff Member in order for it to provide advice in relation to matters arising under or in connection with this Employment Contract provided that the adviser is bound not to disclose the Confidential Information or use it for any purpose other than providing the relevant advice.
 - iv. The disclosure is required by law.
- d. If the Staff Member wishes to use any of the University's Confidential Information for a non-employment related purpose, either during or after employment with the University, they must seek the University's written approval and, if given, negotiate and agree the terms and conditions to apply in the particular circumstances at that time.
- e. The University further agrees that it will neither during nor after the period of employment, except as required under this Employment Contract or by law, use, copy or divulge to any person or organisation any confidential information belonging or relating to the Staff Member's affairs or dealings, other than in the proper course of the management of the University or as required by law.

Continuation

The obligations herein as to confidentiality, ownership of materials and Intellectual Property Rights will continue notwithstanding termination or ending of this Employment Contract.

Severability

Each clause and/or sub-clause of this Employment Contract is severable from the others and if one is found to be unenforceable this will not affect the validity or enforceability of any other provision of this Employment Contract.

Industrial Instrument

The University's Enterprise Agreement (as amended or replaced) applies to the Staff Member's employment as a matter of law and does not form part of the Employment Contract.

Entire Agreement

This Employment Contract constitutes the entire contractual agreement between the University and the Staff Member in relation to their employment under this Employment Contract, unless any variations:

- a. are in written form (including electronic communications) and clearly expressed to be variations to this Employment Contract; and
- b. both the Staff Member and the University have signified their acceptance of the variation.

Declaration

The Staff Member to the best of their knowledge confirms that all documentation and information submitted or made available to the University, whatsoever, is true, accurate and complete. If any information is untrue or misleading in any respect, it may be construed as misconduct and may jeopardise the Staff Member's employment with the University.

Interpretation

A reference to the word 'include' or 'including' in this Employment Contract is to be interpreted without limitation.

Probation

The Staff Member's continued employment under this appointment with the University is dependent on the successful completion of their probationary period.

Relocation Costs

- a. The University may separately agree to pay for, or otherwise reimburse the Staff Member for, reasonable relocation expenses incurred in relocating the Staff Member and their immediate family to Adelaide, up to an agreed maximum ('Relocation Costs').
- b. If the Staff Member resigns from the University within 2 years of the Contract Start Date, the Staff Member must repay the University the following amounts:
 - i. if the effective date of resignation is within 12 months of the Contract Start Date, the Staff Member must repay 75% of the Relocation Costs;
 - ii. if the effective date of resignation is at or after 12 months and before 18 months from the Contract Start Date, the Staff Member must repay 50% of the Relocation Costs;
 - iii. if the effective date of resignation is at or after 18 months and before 24 months from the Contract Start Date, the Staff Member must repay 25% of the Relocation Costs; and
 - iv. if the effective date of resignation is at or after 24 months from the Contract Start Date, no payment is required.

SCHEDULE A: VISA REQUIREMENTS FOR NON-AUSTRALIAN CITIZEN

Visa Requirements for Non-Australian Citizen

- (a) The Staff Member, as a condition of this contract, will be responsible for charges associated with all temporary and permanent visa application processes, unless explicitly advised in writing otherwise. The University will be responsible for all Employer related expenses, which includes, but is not limited to; employer nomination fee and associated levy.
- (b) The Contract Start Date in Part C may be varied depending on visa processing timeframes. The Staff Member will be advised of any alteration to the Contract Starting Date in writing.
- (c) This appointment is subject to the Staff Member obtaining and retaining a legal entitlement to work in Australia as granted by the Australian Department of Home Affairs, to enable them to carry out the prescribed duties for the term of this Employment Contract.
- (d) It is the Staff Member's responsibility to ensure they obtain and retain a valid visa and a legal entitlement to work in Australia for the term of this Employment Contract.
- (e) The Staff Member is obliged to fully assist the University with any of its enquiries concerning the Staff Member's visa, residency and work entitlements' status.
- (f) The Staff Member is obliged to advise the University if the Staff Member's right to lawfully work in Australia is varied or ceases.
- (g) Failure by the Staff Member to retain the legal entitlement to work in Australia will result in immediate termination of the Staff Member's employment by frustration. The University will notify the Department of Home Affairs in accordance with the University's Employer sponsorship obligations with the Department.
- (h) The Staff Member is required, as a condition of their visa, to take out an appropriate level of health insurance which includes hospital cover for both themselves and any dependants accompanying them. The Staff Member must provide the University with evidence of such health insurance cover if requested. This health insurance cover must be maintained for the duration of the Staff Member's time at the University (and the term of their visa). The cost of such insurance is to be met by the Staff Member.
- (i) The Department of Home Affairs requires the University to obtain the Staff Member's consent to perform a Visa Entitlement Verification Online (VEVO) check to confirm the Staff Member's visa status and work entitlements.
- (j) By entering into this Employment Contract, the Staff Member confirms they consent to a VEVO check being undertaken by the University should one be required and they understand:
 - i. the purpose of the inquiry;
 - ii. that the personal information detailed on their passport will be used for VEVO checking purposes; and
 - iii. that if the Staff Member is not entitled to be in Australia, the Commonwealth may use the information collected as part of the VEVO check to locate the Staff Member.