

**THIS AGREEMENT** is made between

**MOBEEAS PTY LIMITED A.C.N. 607 315 024**, a company duly incorporated in accordance of the laws of Australia and with mailing address P.O. Box 282 Gordon 2072 NSW Australia

**AND**

**THE CANDIDATE** whose name was entered on the MOBEAAS Website prior to Accepting (“The Candidate”).

**WHEREAS**

- A. MOBEAAS has identified a requirement in Australia to improve the quality of primary and secondary student education including but not limited to the STEM Subjects.
- B. For that purpose, MOBEAAS provides the service known as “Managed Opportunities Between Employers, Educators And Students”.
- C. This service involves introducing experts to Hosts to provide tutoring and Mentoring Services, with the collateral advantage of improving the skills of Host students and the teachers of those students.
- D. By Accepting, the Candidate has formed an agreement with MOBEAAS, subject to the following terms and conditions.

**IT IS HEREBY AGREED AS FOLLOWS:-**

**1. DEFINITIONS**

- 1.1. In this agreement, where the context permits, the following terms shall have the following meanings:-

**“Accepting”** means clicking the button labelled “I accept” on the MOBEAAS Website. “Accept” has a corresponding meaning.

**“Agreement Date”** means the date on which the Candidate Accepts.

**“Assignment”** means a particular task for which the Candidate is engaged, to be completed within a period of no more than 12 months.

**“Goodwill Protection Area”** means:

- Australia;
- the State or Territory in which any Selected Host is situated;
- the area within 10 kilometres of any Selected Host.

**“Goodwill Protection Period”** means the Registration Period, and the following periods thereafter:

- twelve months;
- six months;
- one month.

**“Mentoring Services”** means the provision of tutoring, mentoring and other services by the Candidate to help Host students with their studies.

**“MOBEAAS Website”** means the Website at [www.MOBEAAS.com](http://www.MOBEAAS.com)

**“Parties”** means MOBEAAS and the Candidate.

**“Probity Checks”** means the documentation and information referred to in clause 4

***“Registration Period”*** means the period commencing on the Agreement Date until it is terminated in accordance with clause 11.

***“Selected Host”*** means a Host which has agreed to interview or engage the services of the Candidate to provide Mentoring Services.

***“STEM Subjects”*** means science, technology, engineering and mathematics.

***“Working with Children Legislation”*** means the Child Protection (Working with Children) Act 2012 of New South Wales, or the corresponding legislation the state or territory of Australia in which any Selected Host is situated.

## **2. CV AND OTHER DOCUMENTATION AND INFORMATION**

2.1. The Candidate shall provide to MOBEAAS the original or a certified copy of each of the following documents:

2.1.1. The Candidate’s Higher School Certificate results or state-specific equivalent if completed since the year 2000;

2.1.2. Transcripts of tertiary courses studied by the Candidate;

2.1.3. A reference from a secondary school teacher or a University staff member who has known the Candidate for at least 12 months, complying with a template to be provided by MOBEAAS.

2.2. The Candidate shall also provide to MOBEAAS such further information and documentation as MOBEAAS may request in order to determine whether the Candidate is suitable for providing Mentoring Services.

- 2.3. The Candidate warrants that the curriculum vitae and all other documentation and information provided by the Candidate to MOBEAAS are complete and accurate, and are not misleading.

### **3. INDUCTION PROCESS**

- 3.1. As soon as is reasonably possible after the Candidate provides the information and documentation referred to in clause 2, MOBEAAS shall notify the Candidate whether or not it has agreed to accept the Candidate as a Registered Candidate, subject to the Probity Checks.
- 3.2. As soon as is reasonably possible after the Candidate has provided to MOBEAAS the results of the Probity Checks, MOBEAAS shall notify the Candidate whether or not the Candidate has become a Registered Candidate.
- 3.3. A Candidate shall remain a Registered Candidate from the date upon which MOBEAAS notifies the Candidate in accordance with clause 3.3, until the Registration is terminated in accordance with clause 11 of this agreement.

### **4. PROBITY CHECKS**

- 4.1. After MOBEAAS provides notification to the Candidate under clause 3.1, the Candidate shall:
- 4.1.1. Complete a Working with Children Check under the Working with Children Legislation, if the Candidate has not already done so;

- 4.1.2. Provide to MOBEAAS the WWC number relating to the Working with Children Check; and
  - 4.1.3. Provide to MOBEAAS an original or certified copy of their National Criminal Records Check, and a certified copy of the Candidate's police record for each country in which the Candidate has resided during the previous five years, if the Candidate has not resided in Australia throughout that period.
- 4.2. The Candidate shall also provide to MOBEAAS all such further information and documentation as MOBEAAS may request relating to the Candidate's criminal history, or history in working with children.

## **5. CODES OF CONDUCT**

- 5.1. Throughout the Registration Period, the Candidate shall comply with the MOBEAAS Statement of Ethics appearing on the MOBEAAS Website.
- 5.2. Throughout the time that a Candidate is providing Mentoring Services for a Selected Host, the Candidate shall comply with any codes of conduct of that Selected Host.

## **6. INTRODUCTION TO HOSTS**

- 6.1. If MOBEAAS notifies the Candidate that a Selected Host wishes to interview the Candidate, the Candidate shall, without delay, contact the Selected Host to arrange and attend at an interview, or notify MOBEAAS without delay that the Candidate is unavailable to do so.
- 6.2. Any information provided by the Candidate to a Selected Host shall be complete, accurate and not misleading.

- 6.3. The Candidate shall notify MOBEAAS of the time and date of any such interviews, of the result of such interviews, and of any offers which are made or accepted for the Candidate to provide Mentoring Services.

## **7. MOBEAAS WEBSITE**

- 7.1. Throughout the Registration Period, MOBEAAS shall list on the MOBEAAS Website all of the details relating to the Candidate which MOBEAAS considers to be relevant to Hosts choosing the Candidate to provide Mentoring Services.
- 7.2. The Candidate shall notify MOBEAAS without delay if the Candidate becomes aware of any inaccuracy in the information shown on the MOBEAAS Website.

## **8. PRIVACY**

- 8.1. MOBEAAS shall not disclose any information provided by the Candidate other than as set out in the following provisions of this clause 8.
- 8.2. The Candidate authorises MOBEAAS to place on the MOBEAAS Website all information provided by the Candidate to MOBEAAS, other than information provided as part of the Probity Checks, and other than the Candidate's address or date of birth.
- 8.3. In addition to information which MOBEAAS is entitled to place on the MOBEAAS Website, MOBEAAS may disclose to Hosts the WWC number and date of birth of the Candidate, and the fact that the Candidate has provided a police record showing that the Candidate has committed no offences.

## **9. RECORDS OF ASSIGNMENTS**

- 9.1. The Candidate shall create and maintain throughout the Registration Period and the period of 12 months thereafter complete records showing all time worked at each Selected Host, and all monies paid or payable to the Candidate by each Selected Host.
- 9.2. The Candidate shall provide to MOBEAAS a copy of the records referred to in clause 9.1 within seven days after completing an Assignment.
- 9.3. The Candidate shall provide to MOBEAAS access to the records referred to in clause 9.1 upon reasonable notice from MOBEAAS.

## **10. SUPERANNUATION, AND PAY AS YOU GO TAXATION**

- 10.1. The Candidate acknowledges that the Selected Host shall be responsible for all payments of superannuation contributions on behalf of the Candidate, and for deducting and remitting payments to the Australian Taxation Office from moneys otherwise payable to the Candidate, as required by law.

## **11. TERMINATION**

- 11.1. Either party may serve written notice upon the other party at any time, whereupon the Candidate shall cease to be a Registered Candidate, and MOBEAAS shall remove the name and other information relating to the Candidate from the MOBEAAS Website.

## **12. PROTECTION OF GOODWILL**

- 12.1. Throughout the Goodwill Protection Period, the Candidate shall not provide any Mentoring Services within the Goodwill Protection Area otherwise than to Selected Hosts in accordance with this agreement.
- 12.2. Throughout the Goodwill Protection Period, the Candidate shall not be directly or indirectly involved in the conduct of any business providing services of the same or similar nature to the services provided by MOBEAAS within the Goodwill Protection Area.
- 12.3. It is the intention of the Parties that each of the periods referred to in the definition of “Goodwill Protection Period” and each of the areas referred to in the definition of “Goodwill Protection Area” are to be read with each of clauses 12.1 and 12.2 so as to create separate covenants, with the intention that, should any such covenants be unenforceable, the other covenants shall remain of full force and effect.

### **13. RELATIONSHIP OF THE PARTIES**

- 13.1. Any arrangement for the provision of services by a Selected Host shall be a contract directly between the Candidate and the Selected Host. The role of MOBEAAS in any such arrangement shall be limited to introducing the Selected Host to the Candidate.
- 13.2. Nothing in this agreement shall constitute the relationship of partnership, principal or agent between the Candidate and MOBEAAS.
- 13.3. The Candidate acknowledges that the Selected Host shall be responsible for;



- 13.3.1. Paying the remuneration of the Candidate;
  - 13.3.2. Complying with the Work Health and Safety Act 2011 in respect of the Candidate or with any statute by which such Act is replaced;
  - 13.3.3. Complying with the workers compensation legislation of the state in which the Candidate is engaged;
  - 13.3.4. Complying with any other obligations to provide to the Candidate a safe workplace; and
  - 13.3.5. Complying with any obligation to the Candidate in respect of any entitlement of the Candidate under the Fair Work Act 2009 or any statute by which such Act is replaced.
- 13.4. The Candidate releases MOBEAAS in respect of any liability upon MOBEAAS resulting from any failure by the Selected Host to comply with its obligations towards the Candidate, including its obligations under this clause 13.

#### **14. LIMITATION OF LIABILITY**

- 14.1. MOBEAAS shall have no liability in respect of any act or omission of any Selected Host.
- 14.2. In respect of any liability of MOBEAAS in respect of any services supplied by MOBEAAS which may not be legally excluded, the liability of MOBEAAS shall be limited to supplying the services again.

## **15. ENTIRE AGREEMENT**

- 15.1. This agreement constitutes the entire agreement between the Parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the Parties, whether orally or in writing.

## **16. SEVERANCE**

- 16.1. If any clause or any part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

## **17. PRESERVATION OF EXISTING RIGHTS**

- 17.1. The expiration or termination of the Registration Period does not affect any right that has accrued to a Party before the expiration or termination date.

## **18. NO MERGER**

- 18.1. Any right or obligation of any Party that is expressed to operate or have effect on or after the completion, expiration or termination of this agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

## **19. GOVERNING LAW AND JURISDICTION**

19.1. The laws applicable in the state of New South Wales govern this agreement.

19.2. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

## **20. NOTICES**

20.1. Any notice required or permitted to be given under this agreement shall be in writing and shall be delivered personally or transmitted by email, to the Party to whom it is addressed at the address for that Party. In the case of MOBEAAS, such address shall be the address shown in this agreement. In the case of the Candidate, such address shall be the address entered on the MOBEAAS Website at the time of Accepting.

20.2. Either Party may change its address for service by notice served upon the other Party to this agreement.

## **21. INTERPRETATION**

21.1. In this agreement, unless the context otherwise requires:-

21.1.1. Expressions indicating the singular number shall be capable of indicating the plural number and vice versa.

21.1.2. Expressions indicating natural persons shall also be capable of indicating bodies corporate and vice versa.

21.1.3. Headings shall not form part of this agreement and shall not be relevant to the construction hereof.

21.1.4. In the event of any ambiguity in the construction of this agreement, the ambiguity shall not be construed against any Party on the basis of that Party being responsible for the preparation of this agreement or for the inclusion of any clause in this agreement.