

18/ 03/ 2020

Offer of Fixed-Term Employment

Dear Bulathsinalage Sankha Cooray,

It is my pleasure to offer you the position of Research Engineer - 55565725 with the University of Auckland, Auckland, New Zealand on a fixed-term basis. This position is in Bioengineering Institute and commences on 01/07/2020. You will be reporting to the Associate Professor.

For the first 30 days of your employment, you will be covered by the terms and conditions of the relevant [Collective Agreement](#) (the Professional Staff Collective Agreement).

If you choose to join the union (or are already a member), you will be bound by the terms of the collective agreement for the duration of your employment or as long as you remain a member of that union.

After the 30 days expires, if you do not join the union, you will be covered on the terms and conditions of the [December 2019 Professional Staff individual employment agreement](#).

The reason for employment on a fixed-term basis, remuneration details and hours of work are included in Schedule One, and your duties are as described in the Position Description.

Nothing contained or implied in this agreement creates a commitment by either party to an ongoing employment relationship beyond the end of the term of this agreement.

This offer is subject to you holding the right to work in New Zealand at all times whilst in our employment.

In the application process for this position you agreed that the University may undertake pre-employment checks. This offer is subject to satisfactory pre-employment checks and the University reserves the right to withdraw the offer.

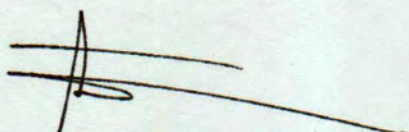
You are entitled to seek independent advice about these terms of employment, and we encourage you to do so. By accepting this offer you warrant that you have had a reasonable opportunity to seek independent advice before signing.

If you have any questions regarding your appointment, please reply to your offer email to discuss with the hiring team.

You acknowledge that in accepting the offer you have provided true and correct information and not failed to disclose any matter that may have materially influenced the decision to employ you. If not, you accept this may have adverse consequences for ongoing employment.

To accept this offer, please respond to the offer e-mail and state "I accept the terms and conditions outlined in this offer". Alternatively, you can scan and send through the signed contract.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Stuart N. Mccutcheon', written over two horizontal lines.

Stuart N. Mccutcheon
(Vice-Chancellor)

Candidate signature: B. Santa Date: 18-03-2020

Schedule One

Type of Employment

This is a Fixed-Term Full-Time offer

The term of this agreement shall be from 01/07/2020, and the anticipated end date is 30/06/2021, unless terminated earlier under the terms of this agreement.

The reason that this agreement is fixed term is to undertake research for Associate Professor Suranga Nanayakkara in the Augmented Human Lab within the Entrepreneurial Universities Initiative. Your tasks are required to be completed by the end date in line with the project schedule and funding agreed with the Tertiary Education Commission and AP Nanayakkara. In the event the tasks are completed earlier or later than the anticipated end date, your employment may terminate earlier or later on a minimum of one month's notice (or payment in lieu).

Remuneration

Your annual full-time salary will be NZ\$65,000. This will be pro-rated for part-time staff. You will be paid fortnightly in arrears by direct credit into your bank account.

Hours of Work

Your ordinary hours of work will be 37.50 hours per week.

Your work pattern will be:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7.50	7.50	7.50	7.50	7.50	0	0



Human Resources
HR Services
Level 7, 49 Symonds Street
Auckland, 1010

DD +64 9 923 1115

c/- The University of Auckland
Private Bag 92019
Victoria St West,
Auckland 1142, New Zealand

29 June 2020

Dear Bulathsinalage Sankha Cooray,

Variation to your Employment Agreement (as a result of non-residency, relating to taxation of remuneration)

This is a variation to your employment agreement (the **Variation**) to enable us to ensure income taxes are correctly applied to any remuneration paid to you while you work remotely for the University of Auckland (the **University**) from **Sri Lanka**.

As you will be aware, the terms of your employment agreement specify the location of your work as Auckland, New Zealand. Ordinarily, our expectation is that you would be resident in New Zealand at the commencement of your employment. However, as a result of the current border restrictions relating to COVID-19 you may have been unable to relocate to New Zealand as required by the terms and conditions of your employment.

Therefore, the parties have agreed that you will commence your employment on **1 July 2020** by working remotely. This also means that the University will pay you the remuneration specified in your Employment Agreement, from commencement.

The University will be withholding tax, on any remuneration paid, based on New Zealand's marginal income tax rates and reporting the same to New Zealand's Inland Revenue through the PAYE (Pay As You Earn) regime. This is the usual practice for staff resident in New Zealand.

However, it is also likely that the tax laws in your current country of residency (**Sri Lanka**) will require you to report all income earned for a specified financial period of your residency. This may include any income paid to you by the University.

The amount of tax you are required to pay in your current jurisdiction may also be affected by any salary payments made to you by the University. Actual tax owed will depend on the particulars of the applicable tax regime and relevant rates in your current jurisdiction and we recommend that you seek independent tax advice to ensure clarity on your tax obligations.



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By accepting this Variation, you are acknowledging that you will remain responsible for any tax obligations incurred in your current country of residence.

If you are required to pay taxes in your current jurisdiction on remuneration received from the University, you may be eligible for a tax refund, for any income taxes paid in the same period in New Zealand. We have engaged PricewaterhouseCoopers, New Zealand (PwC), the University's tax advisors to assist you to file a New Zealand income tax return for the first year of your employment and to claim a tax refund, subject to eligibility. This cost for this consultation has been covered by the Auckland Bioengineering Institute.

The terms of this variation to your employment agreement will apply until such time that you are living in New Zealand.

Please accept the terms of the variation by signing and returning this form by **30 June 2020**.

Yours Sincerely,

Mimi Ricamunda
HR Services Consultant

Name: *Bulathsinalage Sankha Cooray*

Date: *29-06-2020*

Signature: *B. Sankha*

30 June 2021

Bulathsinalage Cooray [641175988]
Research Engineer
Bioengineering Institute
Bioengineering Institute

Dear Bulathsinalage Cooray

Fixed Term Extension

This is an offer to extend your fixed term employment agreement.

The reason that this agreement is fixed term is to undertake research within the TEC project (9077/3716751) which are scheduled to be complete by the end date in line with the project schedule. In the event the tasks/processes are completed earlier or later than the anticipated end date, your employment may terminate earlier or later on a minimum of one month's notice (or payment in lieu).

Hours of work

Your current hours of work are 37.50 hours per week (1.00 FTE). Effective 01/07/2021 until the end of this fixed term agreement (31/12/2021), your hours of work will be 37.50 hours (1.00 FTE). Correspondingly, your salary will be 100.00% of your full time equivalent salary for this period.

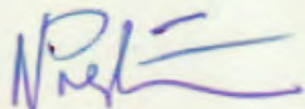
Your work pattern will be:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7.5	7.5	7.5	7.5	7.5	0	0

All other terms and conditions of your employment remain unchanged.

Please indicate your agreement to this variation the new contract end date and hours of work and return to me via email for payroll action. You are entitled to seek independent advice on this variation to your terms and conditions of employment.

Yours Sincerely





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Nick Preston
HR Services Consultant
HR Services

I, Bulathsinalage Cooray, agree to the above variation to my contract. I understand that I am entitled to seek independent advice on this variation to my terms and conditions of employment.

Signed: B. Cooray

Date: 02-07-2021

8 November 2021

Bulathsinalage Cooray [641175988]
Research Engineer
Bioengineering Institute
Bioengineering Institute

Dear Bulathsinalage Cooray

Fixed Term Extension

This is an offer to extend your fixed term employment agreement.

The reason that this agreement is fixed term is to undertake (same as the original reason) the tasks within the (TEC grant- Assistive Augmentation) which are required to be completed by the end date in line with the project schedule and funding agreed with (TEC grant-Assistive Augmentation). In the event the tasks are completed earlier or later than the anticipated end date, your employment may terminate earlier or later on a minimum of one month's notice (or payment in lieu).

Hours of work

Your current hours of work are 37.50 hours per week (1.00 FTE). Effective 01/01/2022 until the end of this fixed term agreement (30/09/2022), your hours of work will to 37.50 hours (1.00 FTE). Correspondingly, your salary will to 100.00% of your full time equivalent salary for this period.

Your work pattern will be:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7.5	7.5	7.5	7.5	7.5	0	0

All other terms and conditions of your employment remain unchanged.

Please indicate your agreement to this variation the new contract end date and hours of work, and return to me via email for payroll action. You are entitled to seek independent advice on this variation to your terms and conditions of employment.

Yours Sincerely



Bonnie Zhou
HR Services Consultant
HR Services

I, Bulathsinalage Cooray, agree to the above variation to my contract. I understand that I am entitled to seek independent advice on this variation to my terms and conditions of employment.

Signed: 

Date: 02/12/2021

7 June 2022

Bulathsinalage Cooray [641175988]
Research Engineer
Bioengineering Institute
Bioengineering Institute

Dear Bulathsinalage Cooray

Fixed Term Extension

This is an offer to extend your fixed term employment agreement.

The reason that this agreement is fixed term is to undertake (same as the original reason) the tasks within the (TEC grant- Assistive Augmentation) which are required to be completed by the end date in line with the project schedule and funding agreed with (TEC grant-Assistive Augmentation). In the event the tasks are completed earlier or later than the anticipated end date, your employment may terminate earlier or later on a minimum of one month's notice (or payment in lieu).

Hours of work

Your current hours of work are 37.50 hours per week (1.00 FTE). Effective 01/10/2022 until the end of this fixed term agreement (31/12/2022), your hours of work will be 37.50 hours (1.00 FTE). Correspondingly, your salary will be 100.00% of your full time equivalent salary for this period.

Your annual full-time salary will remain at NZ\$ 68,958. This will be prorated for part-time staff.

Your work pattern will be:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7.5	7.5	7.5	7.5	7.5	0	0

All other terms and conditions of your employment remain unchanged.

Please indicate your agreement to this variation the new contract end date and hours of work, and return to me via email for payroll action. You are entitled to seek independent advice on this variation to your terms and conditions of employment.

Yours Sincerely



Bonnie Zhou
HR Services Consultant
HR Services

I, Bulathsinalage Cooray, agree to the above variation to my contract. I understand that I am entitled to seek independent advice on this variation to my terms and conditions of employment.

Signed: 

Date: 08/06/2022