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| ***Office use only*** | | ***Database ref no:*** | |  | | | ***Practice:*** |  |
| **Hudson Independent Contractor Agreement ("ICA")**  Hudson Global Resources (Aust) Pty Limited | | | | | | | | |
| This Agreement is made on the | | |  | |  | | | |
|  | | | [Date] | |  | | | |
| Between Hudson Global Resources (Aust) Pty Ltd of Level 19, 20 Bond Street, Sydney NSW 2000 ("Hudson") | | | | | | | | |
| And |  | | | | | | | |
|  | [Independent Contractor's Entity Name, and address] | | | | | | | |
|  | | | | | |  | | |
| Introduction  When engaged by Hudson Global Resources (Aust) Pty Limited ("Hudson") and upon acceptance of an assignment or introduction to a client by Hudson the following terms and conditions will apply. This agreement does not preclude the Independent Contractor from working with other organisations independent of Hudson. Hudson is unable to refer the Independent Contractors details to its clients unless it has a signed copy of the agreement on file. | | | | | | | | |
| Declaration  The conditions set out in this document are understood and accepted and the Independent Contractor confirms that information given by it to Hudson regarding the employment history and education of the nominated representative is correct in every detail. Hudson is permitted to confidentially refer details of the nominated representative to suitable client organisations with their prior consent.   |  |  |  |  | | --- | --- | --- | --- | | **Independent Contractor’s Entity Name** |  | | | | **Name of Authorised Signatory** |  | **Position** |  | | **Signed** |  | **Date** |  | | | | | | | | | |
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| **1. Purpose of Agreement**  Hudson has engaged the Independent Contractor to provide the services of its nominated representative to Hudson in respect of services provided by Hudson to its clients, the details of which will be agreed and evidenced in each assignment letter or as otherwise agreed with Hudson.  **2. Duties, Term and Service Fee**  The Independent Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in each assignment letter or as otherwise agreed with Hudson.  **3. Communication**  If for any reason the availability of the nominated representative of the Independent Contractor changes, it is imperative that the Independent Contractor informs Hudson. Hudson assumes availability unless otherwise notified.  **4. Client Introduction**  Hudson Consultants will endeavour to introduce the Independent Contractor or its nominated representative to client organisations, but can only do so after this form has been signed. All client interviews are to be arranged by, and through, Hudson and clients must not be directly approached after Hudson has provided the initial introduction.  **5. Commitment**  On acceptance of an assignment, it is expected that the Independent Contractor or its nominated representative will see it through to completion unless there is a change in specification or suitability. Should such circumstances arise, it is important that Hudson is contacted in the first instance, not the client, as this allows Hudson to professionally manage the project and the client relationship.  **6. Change in Responsibility**  To ensure that your services are appropriately rewarded, Hudson always reserves the right to renegotiate the terms with the client should the specification change or the responsibility increase. The client also has the right to change the brief at any time under the terms of agreement with Hudson.  **7. Continued Involvement**  Should the Independent Contractor or its nominated representative be offered further assignments or a permanent position with any client, its subsidiaries, associated companies or related entities, where Hudson has arranged a contracting or consulting assignment, this new assignment or placement must be made through Hudson. This applies for a period of twelve months from completion of any assignment. Where the Independent Contractor or its nominated representative's responsibilities include acquiring additional human resources (contractors, consultants, executives or office staff) on behalf of the client, these requests should be directed to Hudson in the first instance.  **8. Liability**  Hudson cannot accept any responsibility for any action brought upon the Independent Contractor or its nominated representatives by any client to whom the services of the Independent Contractor or its nominated representative's are contracted.  **9. Financial/Legal Relationships**  It is important to note that the financial relationship in any assignment arranged through Hudson is between the Independent Contractor and Hudson. The relationship between the Independent Contractor and Hudson is that of an independent contractor and not an employee of Hudson.  12.2 You agree that any overpayment made to you may at any time be recovered by Hudson by, for example, adjusting your next payment.  **13. GST**  If the Independent Contractor is an "enterprise" and registered for GST the rate paid to the Independent Contractor will be the fee plus GST. For enterprises registered for GST, the Independent Contractor agrees that Hudson will be issuing "Recipient Created Tax Invoices or RCTIs" on its behalf for all payments made by Hudson to the Independent Contractor. The Independent Contractor agrees not to issue tax invoices for the same services. The Independent Contractor and Hudson agree to notify the other party immediately if either party were to no longer be registered for GST.  **14. Payments**  Payment is made subject to confirmation by the client that the Independent Contractor has performed satisfactorily. Payment is sent by cheque or by EFT on a weekly or fortnightly basis with payment advice posted on the Wednesday after period end. EFT is available for all banks, buildings societies and credit unions. Please note, however, that credit unions need a six-digit BSB number and may experience delays (of up to two days) in receiving funds. Payments by cheque are posted on Wednesdays (receipt of posted cheques cannot be guaranteed). For security reasons and efficiency, Hudson recommend the EFT method of payment.  **15. Termination**  Either party may terminate this contract by notice in writing to the other party if the other party is in breach of a term or condition of this Agreement and the breach is not remedied within 14 days of service on the other party of a written notice specifying the breach and requiring it to be remedied. Either party may terminate the Agreement immediately if the other party becomes insolvent.  Either party may terminate this contract for any reason by giving to the other party 30 days notice in writing.  Termination under this clause does not prejudice any claim which either party may have against the other party at the time of termination.  An assignment may be terminated by Hudson without notice in the event that a client of Hudson for which the Independent Contractor is providing services cancels its contract with Hudson for any reason.  **16. Documentation Required Upon Accepting Each Assignment**  \* A photocopy of the certificate of incorporation, partnership agreement or trust deed, as appropriate.  \* The Independent Contractor's Australian Business Number (ABN).  \* A signed Hudson ABN/GST declaration.  \* A photocopy of the Workers’ Compensation.  \* and all other insurances as reasonably requested by Hudson.  In the Event that the Independent Contractor fails to carry such insurance it shall indemnify Hudson against any damage, claims and expenses arising out of or resulting from work conducted by the Independent Contractor or its nominated representative.  **17. Copyright and Plagiarism**  The Independent Contractor or nominated representative may be required during the course of any assignment through Hudson to produce material which will be used by the client organisation. Unless prior arrangements are made, the copyright and all other proprietary rights in any material produced by the Independent Contractor or nominated representative during the course of the assignment will belong to the client organisation. At the completion of any assignment with a client organisation, the Independent Contractor or its nominated representative are not permitted to take or misuse such materials nor to reproduce such materials for anyone else.  Hudson does not permit nor condone plagiarism or the unauthorised copying of the works of others. Any material the Independent Contractor or its nominated representative is asked to produce must be original work or based on source documents and precedents supplied by the client organisation. The Independent Contractor must not under any circumstances copy in whole or in part the work of any other person without express written permission to do so. If at any time during any assignment, the Independent Contractor are unsure of the Independent Contractor's responsibilities, or the appropriate course of action Hudson should be contacted.  **18. Confidentiality Statement**  It is a condition of acceptance of any assignment that the Independent Contractor agrees not to divulge any learned information or trade secrets, or sighted documentation, to anyone outside the client organisation, without the express permission of the client concerned. The Independent Contractor acknowledges that no rights or claims to any intellectual or commercial property will be acquired by reason of any engagements through Hudson. The Independent Contractor must also agree to indemnify Hudson against any action brought upon Hudson by clients in regard to these matters. | | | | | | An hourly, daily, weekly, monthly or fixed service fee will be negotiated with the Independent Contractor by a Hudson Consultant Independent Contractors are responsible for holiday pay, holiday loading, sick pay, public holiday pay, long service leave, workers’ compensation and statutory superannuation contributions for all nominated representatives of the Independent Contractor. The Independent Contractor or its nominated representative shall have no claim against Hudson for any of the benefits outlined in the sentence above.  In engaging the services of the Independent Contractor, the business relationship is between the Independent Contractor and Hudson, and not with the client to which services are contracted. It is important to ensure that no fee discussion occurs either at interview or during an assignment, with either the client, its employees, or others engaged on the assignment.  **10. Privacy**  The Independent Contractor authorises Hudson to use and disclose any of the information which has been provided to Hudson including information related to the nominated representative for the purpose of obtaining assignments for the Independent Contractor with clients or prospective clients of Hudson or such other purposes as disclosed in Hudson’s privacy policy, a copy of which is available from our offices or may be accessed at www.hudson.com. During each assignment with a client, the Independent Contractor or its nominated representative must handle all personal information which is collected in the performance of that assignment in accordance with the Privacy Laws.  **11. Expenses**  11.1 You will only be paid an additional fee for reasonable business expenses incurred by you in performing your assignment duties for a Client if the Client agrees to pay you the additional fee and you comply with Hudson’s and the Client's expense reimbursement policies and procedures. All expense reimbursements must be authorised by the Client.  11.2 With respect to expenses, it is your responsibility to:  a) Confirm the Client’s expense policy and procedures before incurring any expenses associated with the assignment and arrange Client’s authorisation of all expense claims;  b) Obtain original tax invoices to support all business expenses incurred in Australia and original receipts for expenses incurred outside of Australia, and have these available for the Client to review;  c) Confirm with the Client in advance any expenses which will be reimbursed or compensated by way of allowance without providing the supporting original tax invoices; and  d) Submit completed authorised timely expense claims only including business expenses in accordance with ATO guidelines and submit a copy of the original tax invoices as support for each expense.  11.3 Hudson only requires copies of tax invoices and receipts for Independent Contractor expenses. Hudson will create a Recipient Created Tax Invoice including applicable GST to document the expense payment to the Independent Contractor. You will need to retain original tax invoices and receipts for your tax records.  **12. Time Sheets**  12.1 You understand that you will only be paid for the time you actually work for a Client. You will keep a timesheet of all hours worked for each Client and gain approval for overtime hours prior to being worked. At the end of each week during any period in which you provide services to a Client, you must present the timesheet for inspection and signature by the Client and submit the signed timesheet to Hudson. To ensure timely payment, you understand that you should deliver your timesheet (preferably by the Web Timesheet System) to the Hudson office by 5pm on the Friday of each week. You acknowledge that if you do not submit a signed timesheet, you may not be entitled to payment. | | |