

SCHEDULE 3

Proforma: Temporary Contractor Deed

To: **Monash University (ABN 12 377 614 012)**

I,, am about to be engaged by {insert name of Contractor} to undertake work as a Temporary Contractor (“**the Engagement**”) providing services on behalf of {insert name of Contractor} to Monash University (“**the University**”).

I acknowledge and agree as follows with respect to the Engagement:

- (1) That I will treat all information obtained by me during the Engagement as confidential and will only use and disclose it as may be necessary for the purposes of the Engagement. This does not apply to information that is or becomes in the public domain (other than through my fault) or that was previously known to me (other than under an obligation of confidence to University) or that is received by me outside the Engagement from an external source who is not under an obligation of confidence to University.
- (2) That the copyright and other intellectual property in any documents, software, inventions and material that I create, invent or discover during the Engagement, whether jointly or severally, shall vest in and be owned by University. If so required by University, I will sign any additional document necessary to give effect to such an assignment of ownership.
- (3) That I will comply with all statutes, regulations and policies of University, including, without limitation, those relating to information technology use, security, occupational health, safety and environment, privacy and discrimination and harassment.
- (4) That I will behave in a professional and appropriate manner and not do anything to: disrupt or interfere with the business of University; cause loss, damage or injury to any person or property; or cause University to be in breach of any laws or to defame any person or infringe any person’s rights.
- (5) That at all times during the Engagement, I shall remain employed or engaged solely by {insert name of the Contractor} and shall not be or be taken to be an employee of University and that, other than this Deed, I have no legal relationship with University. I acknowledge and agree that any and all payments, entitlements and claims in respect of the Engagement, including without limitation, any claims arising from employment and worker’s compensation are the sole responsibility of {insert the name of the Contractor} and that I will not seek any such payments, entitlements or make any such claims against University.

Executed as a Deed

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Date: