

Contractor:

Organisation: 372 Digital PTY LTD (ABN 66 159 301 952)
Unit 8, 24 Iron Knob Street
Fyshwick ACT 2609
Australia

Independent Contractor Agreement

Purpose

The Principal and the Contractor agree that the following terms and conditions will apply to the services to be performed by the Contractor under this Agreement:

Engagement and Services

This agreement commences on ____/____/____.

1. The Contractor will provide the services set out in this agreement, plus any additional services specified by 372 Digital from time to time (Services), with all due care and skill as and when required by 372 Digital and at such locations as the 372 Digital requires.
2. The Contractor is required to perform the Services personally.

Commitment

1. On acceptance of an assignment, it is expected that the Contractor will see it through to completion unless there is a change in specification or suitability. Should such circumstances arise, it is important that 372 is contacted in order to professional manage the project.

Ownership and Intellectual Property

2. 372 Digital will retain the sole and exclusive ownership in all and any property (including intellectual property) which is created, developed, expanded, added to and/or modified in any manner or to any extent whatsoever by you in the course of or as a result of knowledge gained in doing your duties. And to the extent permitted by law, no right, title or interest of any nature whatsoever shall accrue or be deemed to have accrued in you at any time in respect of any or all of the aforesaid property.
 3. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorised by the client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will service indefinitely upon termination of this Agreement.
 4. The Contractor hereby agrees that, during the term of this Agreement and for one (1) year following the termination hereof, the Contractor will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of any Company employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes in the business of the Company as conducted with such customer or supplier.
 5. The Contractor also agrees to request permission from 372 Digital to showcase any/all work created in the course of a project as part of a portfolio. The Contractor acknowledges the confidential nature of projects and agrees to only display project work once product/site has been publicly launched/commences.
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Discovery and Inventions

6. Any discovery or invention or secret process or improvement in procedure made or discovered by you during the period of this Agreement in connection with or in any way affecting or relating to the business of the employer or any of its subsidiaries or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the employer and shall belong to and be the absolute property of the employer or such one of its subsidiary companies as may be nominated by the employer for that purpose.

Termination

7. Either part may terminate this contract by notice in writing to the other part 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.
8. Either party may terminate the Agreement immediately if the other party becomes insolvent.
9. Either party may terminate this contract for any reason giving to the other party 30 days notice in writing.
10. An assignment may be terminated by 372 without notice in the event that a client of 372 for which the Contractor is providing services cancels its contract with 372 for any reason.

Employer:

Full name (PLEASE PRINT)

Date

Signature

You understand and agree to the terms above.

Contractor:

Full name (PLEASE PRINT)

Date

Signature
