

HAUSFELD CONSULTING

ABN 52 518 506 476

**TERMS OF ENGAGEMENT AGREEMENT
FOR PROVISION OF
SATELLITE CONSULTANCY SERVICES
TO [insert Client name]**

[insert date]

STANDARD TERMS OF ENGAGEMENT AGREEMENT

THIS AGREEMENT is made on the []th day of [month], [year].

BETWEEN

The Contractor, Garry James Hausfeld (trading as "Hausfeld Consulting")
(ABN 52 518 506 476) of 2/53 Dwyer St, North Gosford, NSW Australia,

and The Client, [insert name & address of client].

WHEREAS:

- A. the Contractor is engaged in the business of providing specialist expertise and services in the satellite communications engineering and project management fields.
- B. the Client is engaged in the business of [insert client description].

IT IS HEREBY AGREED AS FOLLOWS:

1. Performance of services

(a) The Contractor hereby agrees to undertake supply of satellite communications consultancy services to the Client in accordance with the attached Schedule of Works, and undertakes to comply with any reasonable requirements relating to the performance of these services which shall be communicated in writing to the Contractor by the Client.

(b) The Contractor hereby agrees to be available for travel to [location(s), if travel is required], between the following dates:

(i) [dates, if applicable].

(c) The prices for the services will be as specified below. The prices charged by the Contractor are specific to this Agreement only.

(i) Hourly rate for services performed in Sydney: AUD\$XX.00 per hour.

(ii) Daily rate for time spent outside Sydney Australia, including any travelling time, weekends, rest days or public holidays: AUD\$XXX.00 per calendar day.

(d) Any and all expenses incurred by the Contractor in the performance of the services will be charged to the Client at cost, including but not limited to all travel and accommodation costs for work outside Sydney Australia.

(e) The Contractor will supply all expertise necessary for the provision of the services.

(f) The Client will provide access to any sites, proprietary information, software or computer resources required to perform the services.

(g) The Contractor will provide the Client with an invoice at the end of each month for the services showing the date of each day allocated to the provision of the services and time sheets detailing the time spent in performing the services.

(h) The Client will pay the Contractor the amount stated on each invoice within 30 days of receipt of each invoice.

(i) This Agreement is to remain in effect from the date of execution until close of business on the [insert date for end of contract]. [or "on completion of Project" [or "and terminate upon the delivery to the Client of hours of services"]

2. Relationship between the parties

(a) This Agreement does not constitute any company, partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities or obligations on behalf of or binding upon the other party except as provided for in that Agreement.

(b) The Contractor acknowledges and hereby agrees that in relation to the supply of the services under this Agreement it is responsible for compliance with all statutory requirements in relation to trading, including but not limited to the payment of all or any taxes, superannuation, workers' compensation or other charge, levy or obligation imposed by law as a result of this Agreement.

(c) The ownership of any intellectual property, unless in the public domain, generated by or introduced into the services by the Contractor remains at all times with the Contractor unless otherwise specifically agreed in writing.

(d) All written data to be exchanged by the parties to this Agreement shall be regarded as confidential and shall remain the property of the discloser. All such written data shall be immediately returned to the discloser upon written request or at the expiry of this Agreement.

(e) These terms (2(a), (b), (c), (d) and (e)) shall have effect from the date of execution and shall survive the Agreement.

3. Confidentiality

(a) The parties agree that confidential information disclosed to the other party remains at all times confidential and each party indemnifies the other in respect to all loss, damage, claim, liability, cost or expense suffered by the discloser arising from any breach of this Agreement.

(b) The Contractor shall not disclose and shall use its best endeavours to prohibit and prevent the unintentional disclosure of any confidential information concerning the business, strategic plan, methodologies or any other interests of the Client which may come to its knowledge.

(c) The Client acknowledges that the methodology and materials of the Contractor, unless in the public domain, are to remain confidential to the Contractor unless otherwise specifically agreed in writing.

4. Termination

Either party may terminate this Agreement at any time by seven days written notice to the other party. The Client agrees to give the Contractor two weeks notice if the Agreement is not to be renegotiated at expiry.

5. Waiver

If either party shall waive any breach of this Agreement or forbear to enforce any part of it on any one or more occasion, such waiver or forbearance shall not be taken as evidence against that party and shall not preclude that party from subsequently enforcing any part of this Agreement.

6. Disputes

If any dispute arises involving the performance of this contract or the interpretation of its terms, before resort to legal action is had by either party, it is agreed that if negotiations fail, the parties shall utilise mediation, each party bearing their own costs.

7. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia, and the parties to this Agreement agree to submit, subject to clause (6), to the jurisdiction of its Courts.

8. Notices

Unless otherwise specified in the Agreement or documents collateral to this Agreement, all notices or communications of a contractual nature given in relation to this Agreement by either party to the other party shall be in writing and delivered or mailed by registered mail as follows:

- (a) The Contractor to: Garry Hausfeld
Hausfeld Consulting
PO Box 247
Gosford NSW 2250
Australia
- (b) The Client to: [address]

IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement in duplicate on the date set out at the head of the Agreement.

.....
Contractor

.....
Client

.....
Witness

SCHEDULE OF WORKS

The Contractor is engaged to provide the following Consultancy Services:

[insert agreed statement of works]
