



Office Bearer Contract of Engagement

2017

ECU Student Guild

and

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Edith Cowan University Student Guild
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Contract of Engagement Summary

Date Issued	Enter date here.
Name of Appointer	Edith Cowan University (ECU) Student Guild Building 34 270 Joondalup Drive JOONDALUP WA 6027 ("the Guild")
Position / Title	Post Graduate Officer
Name of Officer	Enter text here
Commencement Date	Enter date here
Term	Enter text here
Minimum Hours Commitment	10 hours per week – inclusive of 3 hours per week face-to-face interaction with members
Meeting attendance commitment	Must attend all Senate meetings
Rate of Honorarium	\$1620.00 per semester gross
Honoraria payment cycle	Set fortnightly amount conditional on submission of, and approval of, fortnightly activity sheet
Position Reports to	President / Senate

Contract of Engagement Particulars

1. ENGAGEMENT POSITION

You have been elected to the position of: **Post Graduate Officer**

2. TERM

Your term of election is Enter text here and begins on Enter date here and concludes on Enter date here, unless your term otherwise ends in accordance with the ECU Student Guild's Constitution, Policies and Procedures.

The officer's ongoing right to hold office is conditional upon the officer providing documentation, as and when requested by the Guild, to demonstrate their eligibility to work the hours required and receive the honoraria in Australia. Such documentation may include evidence of Australian citizenship, permanent residency or visa status. Should the officer's eligibility change during the course of their term, the Senator must notify the Guild immediately and where the officer is no longer eligible to work in Australia, the Senator's term of office will end immediately.

3. DUTIES & ACCOUNTIBILITY

Your duties are defined in the relevant Position Duty Statement attached to this contract. As an Elected Officer of the Guild your duties and conduct shall be in accordance with the Guilds Constitution and Policies, including the Code of Conduct.

4. REMUNERATION

Your position will be provided an honorarium as defined in the **Contract of Engagement Summary** on page 2, and you acknowledge this schedule may be amended from time to time, which may result in a decrease in the level of honorarium that is applicable to your position.

Payment of your honoraria will be conditional on meeting the duties of your role based on an assessment process defined by the Senate from time to time.

Your honorarium will be paid directly into your nominated bank account each fortnight (*for each two-week period ending on a Sunday*) and you must maintain a suitable bank account into which payment can be made. It is your responsibility to advise the Guild's Finance department if you change your bank account details.

5. BUSINESS EXPENSES

The Guild may agree to reimburse you for any reasonable out of pocket expenses necessarily incurred in the performance of your duties, conditional on prior written approval being obtained **before** the expense is incurred.

6. REMOVAL FROM OFFICE

In accordance with conditions prescribed in the Constitution the Senate membership of an Office Bearer who does not perform their duties may be revoked; removal from the Senate will, by extension, terminate the Office Bearer's term of office with the Guild.

7. OCCUPATIONAL SAFETY AND HEALTH

All Office Bearers must take reasonable care of their own health and safety and that of other people who could be affected by what they do, or fail to do; it is therefore important that Office Bearers know and understand their

responsibilities. All Office Bearers must comply with any OSH policies and procedure put in place by the Guild, in addition to ECU's Safety Policy and procedures.

8. CONFIDENTIALITY

You shall not at any time during your term, or at any time thereafter, without the prior written consent of the Guild, disclose or allow to be disclosed or use (except in the performance of your duties for the Guild) any trade secrets or confidential information concerning the business dealings, affairs or conduct of the Guild or any of its suppliers, customers or clients or any similar matters which may come to your knowledge in the course of your engagement.

Confidential information includes but is not limited to details about the Guild's sales strategies, marketing plans, pricing and discount policies, remuneration of employees, details of clients and suppliers, product formulations, product specifications, product forecasts, licences and financial and accounting data. Confidential information may also include information that is made available to the Guild by a third party, which the Guild is obliged to keep confidential.

You will, if requested by the Guild at any time during your term with the Guild or upon giving or receiving notice of severance, return all confidential information from any computer disks, tapes, or other reusable material and return all other documents and tangible items which contain, or refer to any confidential information on trade secrets and which are in your possession, or under your control and you will not retain copies or extracts thereof.

The above restrictions cease to apply if disclosure is ordered by a court, or Government, or other authority, or regulatory body, or in relation to trade secrets, or other confidential information that has come into the public domain (otherwise than through an unauthorised disclosure by you or a third party).

9. ARRANGEMENTS AT THE END OF AN ELECTED TERM

In the event that your elected term ends, your honorarium shall be paid up to the date your term ends only.

If at the end of your elected term you have any outstanding financial commitment to the Guild, then you agree to the Guild recovering directly from your final honorarium instalment an amount up to the total sum owed. If your final honorarium entitlement from the Guild is insufficient to cover the amount owed, you are responsible for repaying any remaining balance on terms agreeable to the Guild.

All keys and equipment provided to you in order to carry out your duties must be returned at the end of your term or at the severance of your term. Any keys or equipment not returned will be charged to the you and funds will be withheld from your final honorarium instalment.

Before you leave you will be required to return all books, papers, documents and all other property belonging to the Guild, which may be in your possession or custody at the end of your term.

10. PROTECTION OF PERSONAL DATA

It is important that all Office Bearers are aware that under the terms of the Privacy Act 1988 (Cth); as may be amended, replaced, or superseded from time to time, individuals as well as the Guild are liable to prosecution for the unauthorised use and disclosure of personal data.

If at any time you are required to access personal data, it is your responsibility to ensure that you have the authority to process and/or disclose that data.

11. ACCESS TO EMAIL AND THE INTERNET

Where authorised for the better performance of your duties, you shall have access to email and the Internet. It is a condition of use that you do not send emails of a defamatory or abusive nature, or which constitute any form of harassment or bullying and you shall be prohibited from downloading any pornographic or other offensive

material. You shall indemnify the Guild during and after your term against all liability resulting from any breach by you of this clause.

The Guild reserves the right to monitor all email and internet activity; as well as Guild documentation, by you and you acknowledge that such activity falls within the National Privacy Principles for the Fair Handling of Personal Information (2000).

This clause is without prejudice to your obligations under the clause titled Protection of Personal Data.

12. GUILD POLICY

The Guild may release and/or amend a range of policies to assist in the efficient management of the Guilds activities. As an Office Bearer you are required to observe the Policies of the Guild that may be in force from time to time. The Guild reserves the right, at its sole discretion, to review or amend any policy.

13. VERIFICATION OF ACADEMIC PROGRESS STATUS

In order to discharge your responsibilities as an officer of the Guild must be assured that you are an enrolled student and member of the Guild at all times during your term of office. Accordingly, a condition of you holding office is that you sign a waiver allowing the Guild to request your Academic Progress Status from the University at any time during your term of office.

Enclosed are two original copies of your Appointment Agreement. Please confirm your acceptance of this offer of engagement by signing the both copies and returning one copy to the Guild CEO as soon as possible. Please retain one copy of the signed contract for your records.

14. TERMS OF APPOINTMENT

The Terms of Appointment are made subject to the preceding provisions of this Contract of Engagement and to the full terms and conditions outlined in the Guild's Constitution, Policies and Procedures.

15. ACCEPTANCE OF ENGAGEMENT AGREEMENT

I hereby agree and accept that the preceding provisions of this Contract of Engagement comprise the terms and conditions regarding my term of office with the Guild.

SIGNED ON BEHALF OF THE ECU STUDENT GUILD		SIGNED BY THE OFFICER	
Signed:		Signed:	
Name	Enter text here.	Name	Enter text here
Position	Guild CEO	Position	Post Graduate Officer
Date:	Enter text here	Date:	Enter date here