



Contractors and Consultants Procedure

Section 1 - Preamble

(1) This Procedure is effective from 13 December 2023.

Section 2 - Purpose

(2) This Procedure documents certain requirements that apply specifically to contracts for the supply of services to the University. The requirements set out in this Procedure are in addition to those contained in the [Contracts procedure](#) which apply to all University contracts.

Section 3 - Scope

(3) This Procedure applies to all contracts for the supply of services to the University except contracts that also include the supply of goods where the value of the goods is greater than 80% of the total value of the contract. This Procedure does not apply to the engagement of external legal advisers, which is dealt with by Office of General Counsel.

Section 4 - Policy

(4) This Procedure is pursuant to the [Contracts policy](#).

Section 5 - Procedure

Part A - General requirements

(5) A company or an individual may be engaged as a contractor by the University on the following conditions:

- a. The contractor must have a current Australian Business Number (ABN) (subject to the exception in clause 6)
- b. The contractor must hold, and have provided certificates of cover for, the following insurances:
 - i. public liability insurance for an amount not less than \$20 million for a company, \$5 million for an Australian individual and \$2 million for an overseas individual (in respect of any claim)
 - ii. professional indemnity insurance for an amount not less than \$10 million for a company, \$2 million for an Australian individual and \$1 million for an overseas individual (in respect of any claim) subject to the following: contractors engaged by Infrastructure, Property and Precincts, are exempt from the professional indemnity insurance requirement, where the type of work / service being procured / provided is limited to minor repair / rectification / installation activities which do not include any design / engineering activities — such activities must be appropriately supervised by Infrastructure, Property and Precincts, in all other instances, contractors engaged by Infrastructure, Property and Precincts, are not exempt from the professional indemnity insurance requirement
 - iii. worker's compensation insurance (in the case of a company) in respect of its employees and sub-

contractors as required by applicable law

- iv. variations to the required level of insurance, or a waiver of insurance requirements, must be approved by the Insurance Office (finance.insurance@deakin.edu.au).
- c. If the contractor is an individual, a determination must be made in accordance with Part B of this Procedure that the individual can be engaged as a contractor.
- d. If the contractor is a company, a determination must be made in accordance with Part C of this Procedure that the company can be engaged as a contractor.

(6) Overseas suppliers not carrying on an enterprise in Australia must provide Deakin Finance with a completed [Australian Taxation Office 'Statement by a Supplier'](#) confirming that they are not entitled to an ABN. This must be entered into the vendor record by the Deakin Finance team.

(7) Any Deakin staff member or student who is or proposes to engage in any activity or partnership with a foreign government, foreign university, foreign business or any other foreign organisation or entity as part of their University business must undertake an evaluation of the risk of foreign interference, foreign influence and/or statutory reporting or regulatory obligations that is posed by the proposed activity or partnership. For further information see the [International Relations Regulation policy](#), the [Deakin University Foreign Interference page](#) or contact the Office of General Counsel as to how the University assesses and manages the risks associated with its foreign interactions.

(8) Any actual, potential or perceived conflict of interest/s must be disclosed and managed in accordance with the [Declaration of Interest procedure](#).

Part B - Engaging individuals as contractors

(9) When a Faculty or other organisational unit of the University proposes to engage an individual to supply services, it must be determined whether that individual is to be engaged as either:

- a. a contractor (in which case the individual will be paid through Deakin's Finance accounts payable system), or
- b. an employee engaged under an employment contract (in which case the individual will be paid through the University's payroll system, DeakinPeople).

(10) The Contract Manager must complete the [Contractor Checklist and Certification for Individuals](#) to make an initial assessment as to whether an individual should be engaged as a contractor or an employee and whether superannuation or any taxes will apply.

(11) The Contract Manager must submit the completed [Contractor Checklist and Certification for Individuals](#) along with the signed contract to Deakin Finance (finance@deakin.edu.au) with the supplier form to initiate review and set up of the individual in the Finance system.

(12) Generally, individuals who are engaged to provide core services of the University must be engaged as employees rather than contractors.

(13) The following types of individuals who provide core services may be engaged as contractors on the basis of an assessment by the Contract Manager using the [Contractor Checklist and Certification for Individuals](#):

- a. Guest speakers or presenters may be engaged as contractors where all of the following apply:
 - i. the engagement is on a one-off or short-term basis to present or speak in their field of expertise;
 - ii. the speaker or presenter is not engaged for any period exceeding five days per calendar year;
 - iii. the speaker or presenter is not under the control of the University;
 - iv. the speaker or presenter is not merely acting as a substitute for lecturers, tutors or teachers in the delivery of course curriculum.

- b. Suppliers of specialist education and development programs (including presenters, facilitators and course writers/developers) may be engaged as contractors where all of the following apply:
 - i. the supplier is not engaged for any period exceeding 20 days per calendar year
 - ii. the supplier is not under the control of the University
 - iii. in the case of presenters and facilitators, the supplier must be required to devise the program, arrange topics and provide materials and intellectual property.

(14) Where it is determined that an individual may be engaged as a contractor, rather than an employee, Parts D and E of this Procedure will apply.

(15) Where it is determined that an individual should be engaged as an employee, the hiring manager must contact Payroll Services.

Part C - Engaging companies as contractors

(16) When a Faculty or other organisational unit proposes to engage a contractor to supply services and the contractor is a company, the Contract Manager is responsible for determining whether the engagement of that company would fall within the scope of arrangements considered permissible by the University.

(17) The following arrangements with companies are prohibited by the University:

- a. A contractual arrangement with a company is prohibited where that company is owned by a University employee or a close family member of the employee. Close family members of employees are those family members who may be expected to influence, or be influenced by, the employee in their dealings with the University. This may include the employee's children and partner, children of the employee's partner and other dependents of the employee or the employee's partner. A University employee includes:
 - i. an employee of a University subsidiary company;
 - ii. a past employee whose employment with the University concluded within the previous three months and who now provides similar services to those performed during their employment with the University.
- b. A contractual arrangement with a company is prohibited where that company is not bona fide, that is, a company that is not registered with the Australian Securities and Investments Commission and does not quote an Australian Company Number (ACN) and an ABN on all invoices and letterhead. This prohibition does not apply to duly incorporated / registered overseas entities whereby sufficient evidence of such is provided and verified with the applicable government authority.
- c. A contractual arrangement with a company is prohibited where that company does not genuinely provide to the public the services that they provide to the University, and where the company does not service a range of clients.

(18) When determining whether an arrangement with a company is permissible in accordance with clause 17, the Contract Manager must base their determination on documentation verifying the nature of the company. Such documentation may be a business CV or information from a company's website.

(19) Where it is determined that a company may be engaged as a contractor, Part E of this Procedure will apply.

Part D - Superannuation guarantee determination for individual contractors

(20) The Contract Manager must assess whether an individual contractor is subject to the Superannuation Guarantee charge by completion of the Contractor Checklist and Certification for Individuals. If Superannuation Guarantee payments apply, Finance Services will advise Payroll Services who will ensure compliance with the University's

legislative requirements.

Part E - Recording contractor details and payment of contractors

(21) Contract Managers must maintain records, including any information supporting determinations, in accordance with the University's [Information and Records Management policy](#) and [Procedure](#).

(22) The Contractor Checklist and Certification for Individuals, contract and determinations must be entered into the vendor record by Deakin's Finance team.

(23) To facilitate payment of a contractor, Contract Managers must submit the contractor's invoice to Deakin Finance, quoting the approval number generated when the written contract was entered into the Deakin Contracts Records System in accordance with clause 18 of the [Contracts procedure](#).

Section 6 - Definitions

(24) For the purpose of this Procedure:

- a. contractor: a company or an individual (other than a University employee) engaged to provide services to the University. Contractors include consultants.
- b. contract manager: a University staff member appointed by a contract sponsor to monitor and manage a contract. A contract manager is authorised to delegate their responsibilities set out in this Procedure, but remains accountable for compliance.
- c. individual: for the purposes of this Procedure, an individual is considered to be a natural person or multiple persons who conduct their affairs through a partnership arrangement.
- d. partner: a person who (regardless of sex or gender) lives in a relationship as a couple with another person on a genuine domestic basis. The definition also includes a former spouse or de facto partner of the staff member.
- e. services: work which involves the personal labour of one or more individuals including mental, artistic or physical work. The supply of services is distinct from the supply of goods.

Status and Details

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Responsible Executive	Kerrie Parker Deputy Vice-Chancellor, University Services dvc-us@deakin.edu.au
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