

## **SAMPLE CONTRACTUAL PROVISIONS**

*The following terms are examples which may be included in a common law contract.*

### **1. PARTIES TO THE CONTRACT**

Parties to the Employment Agreement (hereinafter the "Agreement")

This Agreement is made by and between [employer name] (the "Employer") (ABN \_\_\_\_\_) situated at [address] in the State of [state] and [employee name] (the "Employee"), who resides at [address].

### **2. INTERPRETING THE CONTRACT**

#### **2. a) Award Conditions**

*[This states that the Award regulates the Employee's condition of employment without making the Award part of the contract of employment]*

The terms and conditions of your employment shall be those that apply from time to time in the \_\_\_\_\_ Award 2010 (the Award). However, the Award is not intended to form part of your contract of employment. Should the Award be varied, the Employer guarantees that your total remuneration shall not be reduced by any such variation to the Award.

#### **2. b) Explanation of Terms**

"Confidential Information" means any and all information, data, reports, operations, know-how, accounts, dealings, records, materials, plans, statistics, finances or other documents and things (other than a document or thing which is already in the public domain), whether written or oral and of whatever type or nature relating to the property, assets, liabilities, finances, dealings or functions of the Employer or any undertaking from time to time carried on by the Employer.

"Confidential Information" means (but is not limited to) any information regarding Employer's business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by Employer which is not generally known by individuals outside of the Employer (including Employer's employees, consultants, and advisors). Also, "Confidential Information" shall additionally include, but not be limited to, the follow information of Employer: Customer lists or other customer information, Sales strategy, tactics, or methods; Information pertaining to products or services under development; and all marketing strategies.

"Continuous service" means the period of employment unbroken other than by periods of personal/carer's leave, compassionate leave, parental leave, annual leave, long service leave, and/or community service leave. Any additional leave granted by the Employer shall not break service unless the Employer make the break of service a condition of taking such leave.

"The parties" means the Employer and the Employee

“Redundancy” means a termination initiated by the Employer when it does not want the job that the Employee has been doing to be done by anyone because of the operational requirements of the workplace.

“Termination” means the cessation of the employment relationship by either or both of the parties.

“Week’s pay” means the regular weekly rate exclusive of any ancillary payments.

## **2. c) Construction**

Unless expressed to the contrary:

- (a) words importing:
  - i. the singular include the plural and vice versa;
  - ii. any gender include the other genders;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
  - i. a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
  - ii. a person includes its legal personal representatives, successors and assigns;
  - iii. a statute, ordinance, code, regulation, award or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - iv. a right includes a benefit, remedy, discretion, authority or power;
  - v. an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
  - vi. provisions or terms of this document or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
  - vii. time is to local time in eastern Australia;
  - viii. “\$” or “dollars” is a reference to the lawful currency of Australia;
- v. this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- vi. writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions and electronic mail;
- vii. anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

### **d. Headings**

Headings do not affect the interpretation of this document.

## **3. TERM OF AGREEMENT**

### **SAMPLE ONE**

This Agreement shall be effective from \_\_\_\_\_ to \_\_\_\_\_.

## SAMPLE TWO

### Term of Employment

This Agreement shall commence on \_\_\_\_\_ and continue, with no fixed termination date, until either Party gives proper notice of termination as provided herein

## SAMPLE 3

Company will employ you and you will provide personal services to company from \_\_\_\_\_ to \_\_\_\_\_ (the "contract term") as [insert title] and/or perform such other duties as may be required of you by company. You represent that you are not subject to any other employment agreements or other obligations that would prevent you from performing or would interfere with your ability to perform your obligations under this agreement. If you continue as a company employee after the contract term expires, this agreement will continue in full force, except that your employment will then become terminable "at will" by either you or company.

## SAMPLE 4

The term of employment shall commence on the date of this agreement and terminate at the close of business on the \_\_\_\_\_ anniversary following such date. The term of employment shall be automatically renewed for an additional \_\_\_\_\_ period unless either party gives written notice to the other at least 12 months prior to the otherwise scheduled termination of the term of employment that he or it, as the case may be, does not want the term of employment to continue beyond such anniversary.

## SAMPLE 5

Employer hereby employs Employee, and Employee hereby accepts employment for a [specify term] term commencing [specify date] and ending [specify date] (the "Employment Term").

## **4. PROVISIONS REGARDING EMPLOYEE'S POSITION AND PAY**

### **4. a) Title**

#### SAMPLE ONE

This letter will serve to confirm your employment as [position] by \_\_\_\_\_ (the Employer).

#### SAMPLE TWO

This letter will serve to confirm your employment as [position] on the Production of \_\_\_\_\_ by \_\_\_\_\_ (the Employer).

### **4. b) Duties**

#### SAMPLE 1

The Executive shall perform such services as are consistent with his position.

#### SAMPLE 2: Responsibilities Generally

As an employee of the Employer you must:

- (a) devote the whole of your time, attention and skill during normal business hours, and at other times at the request of the Employer, to the duties of office;
- (b) carry out your duties at such places as necessary and as directed by the Employer:
- (c) faithfully and diligently perform the duties and exercise the power:
  - (1) consistent with your position; and
  - (2) assigned to you by the Employer; and
- (d) act at all times in the best interest of the Employer

#### SAMPLE 3: Engagement

The Employer will employ you in the position described in item 2 of the Schedule, and you will serve the Employer in that capacity for the remuneration, and on the other terms and conditions, contained in this Agreement. You may be required to perform other duties to meet operational requirements. These duties could involve a temporary secondment to other positions within the Employer including shift working.

#### **4. c) Professional requirements/licenses**

##### SAMPLE 1

The Employee currently possesses the appropriate \_\_\_\_\_ license necessary for employment as a \_\_\_\_\_.

##### SAMPLE 2

The Employee shall hold and maintain a valid driver's license throughout his/her employment.

##### SAMPLE 3

The parties acknowledge that the Employee is in the process of obtaining, but does not currently possess, a \_\_\_\_\_ license which is required for him/her to fulfil his/her obligations under this Agreement. The Employee agrees to use his/her best efforts to obtain it as soon as possible, and to keep the Employer informed of the status of his/her application for certification.

#### **4. d) Salary**

##### SAMPLE 1: Full Time Employee

During the period that you serve the Employer under this Agreement, the Employer must pay to you a salary of [salary per year, month, fortnight or week] which will be paid into a bank account of your nomination.

##### SAMPLE 2: Full Time Employee

The Employee shall receive a salary of [enter salary] per [year, month, fortnight, week] which shall be reviewed by the Employer on an annual basis, at or close to the Employee's anniversary date.

#### SAMPLE 3: Full Time Employee

The Employee shall receive a salary of [enter salary] per [year, month, fortnight, week] which includes payment for all hours worked and all work performed under this Agreement.

#### SAMPLE 4: Casual Employee

The Employee's rate of pay will be at the base rate of \$\_\_\_\_\_ per hour with a minimum payment as for ... hours. The Employer shall pay the Employee weekly. If a working day is a Public Holiday, the rate per hour will be at \_\_\_\_\_ with a minimum of \_\_\_\_\_ hours at the base rate.

The Employee will not be entitled to any Annual Leave or paid Personal/Carer's Leave, but where required by law the Employer shall contribute the required superannuation contribution to a superannuation fund nominated by the Employee. If no superannuation fund is nominated by the Employee, then the Employer shall make contribution into \_\_\_\_\_ fund.

### **4. e) Method of Payment/Schedule**

#### SAMPLE 1: Payment Method and Schedule

The Employee's salary for each [month/fortnight/week] shall be paid, [in arrears/ in advance/a fortnight in arrears], by electronic funds transfer to Employee's nominated bank account on the nth day of the month.

#### SAMPLE 2: Weekly Electronic Payment

The Employer shall pay the Employee weekly via electronic bank transfer directly into the Employee's bank account in accordance with the information provided by the Employee to the Employer.

#### SAMPLE 3: Commission

- (a) The Employee is entitled to commission calculated by reference to (means of calculation).
- (b) Commission payments will be paid by (means of payment) on the (nth) day of each (month/week) in respect of the period (define period).
- (c) The Employer reserves the right in its absolute discretion to terminate or amend the commission arrangements applicable to the Employee without notice at any time or to exclude the Employee from participation in any commission arrangements without giving any reason.

### **4. f) Hours of Work**

#### SAMPLE 1

- (a) The ordinary workweek shall be 38 hours to be worked during the hours specified in Schedule 1.
- (b) The Employee may be required to work reasonable additional hours to meet the operational requirements of the workplace.

- (c) The Employer shall consider the employee's personal circumstances, such as family responsibilities and any health or safety risk that the overtime hours might reasonably create, in addition to operational requirements in assigning additional hours.
- (d) The Employer will provide reasonable notice of required additional hours.
- (e) The Employee will provide reasonable notice of any personal circumstance or obligation that the Employer should consider in planning additional hours.
- (f) The Employee expressly acknowledges that his/her salary includes compensation for reasonable additional hours.

#### SAMPLE 2

The Employee shall keep regular office hours. In addition, the Employee shall work all hours necessary to fulfil his/her duties hereunder. The Employee expressly acknowledges that his/her salary and benefits include compensation for additional hours.

#### SAMPLE 3:

The Employee's hours of work are 38 hours a week. The Employee may be required to work reasonable additional hours and the Employee's salary includes an allowance of \$\_\_\_\_\_ to compensate for these hours.

#### 4. g) Overtime Pay

##### SAMPLE 1

The Employee shall receive overtime pay at the rate of one and one-half times his/her regular hourly rate (based on a 38-hour week) for time worked beyond 38 hours in a week or 7.5 hours in a day, exclusive of meal periods.

#### 4. h) Time Off in Lieu

##### SAMPLE ONE: Compensation for Additional Hours

- (a) The Employer shall provide the employee [one/one and one-half hour] compensatory time off in lieu of pay (TOIL) for each hour the Employer requires him to work beyond 72 hours in a 14-day period. Meal breaks shall not be included in calculating the number of hours worked.
- (b) TOIL shall be taken within one year of the date on which it is earned.
- (c) TOIL not taken within one year of the date on which it was earned shall be paid at the rate of [straight time/time and one-half]. Said payment shall be made on the 30th of June or 31st of December immediately following the date by which it was to have been taken.
- (d) Accrued TOIL shall not be payable upon termination.

#### 4. i) Breaks

##### SAMPLE ONE

The Employee shall receive a one-hour meal break no later than 5 hours after he/she commences. Meal breaks shall not be considered time worked.

## SAMPLE TWO

The Employee shall have no less than ten hours between work days, except in an emergency.

### 4. j) Superannuation

#### SAMPLE ONE

- (a) The Employer shall contribute on behalf of the Employee superannuation as specified in the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.
- (b) Contributions will be made monthly to the superannuation fund nominated by the Employee.
- (c) If the Employee does not nominate a superannuation fund, contributions on his/her behalf will be made to Employer's default fund \_\_\_\_\_ regulated under the Superannuation Industry (Supervision) Act of 1993.

#### SAMPLE TWO

- (a) Superannuation will be paid on your behalf in accordance with the Superannuation Guarantee (Administration) Act 1992 (The Act). For the purposes of this Act the ordinary weekly earnings shall be 38 hours per week.
- (b) A contribution rate of 9% of ordinary weekly earnings, as amended by statute from time to time, shall be contributed by the Employer to a fund or scheme of your choice within the meaning of the Act. The Employer has a superannuation scheme and details will be made available to you.
- (c) Under the governing rules of the fund or scheme selected, personal contributions may be made.
- (d) The Employer may agree to enter into a salary packaging arrangement. However, such an arrangement must conform to current taxation laws and the Employer will not be liable for any additional tax, penalties or other costs payable by the employee.
- (e) In the event of any unforeseen circumstances or events occurring the Employer or the employee may cancel or vary the salary packaging arrangement.

## 5. LEAVE

### 5. a) Public Holidays

#### SAMPLE ONE

- (a) The Employee is entitled to 8 paid Public Holidays as follows:
  - 1 January (New Year's Day)
  - 26 January (Australia Day)
  - Good Friday
  - Easter Monday
  - 25 April (Anzac Day)
  - the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
  - 25 December (Christmas Day)
  - 26 December (Boxing Day)

- (b) Any other day, or part-day, declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- (c) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of (a), then the substituted day or part-day is the *public holiday*.
- (d) If any other holiday falls on a rostered day off, the Employee shall be allowed either:
  - i an additional day off at a time to be mutually agreed upon by parties or
  - ii an additional day's pay within seven days of the said holiday.

#### SAMPLE TWO

The Employee is entitled to paid Public Holidays in accordance with the National Employment Standards.

#### SAMPLE THREE:

- (a) The Employee shall be entitled to paid time off on all federal Public Holidays and on one State holiday to be determined by the Employer.
- (b) If the holiday falls on a day that the Employee would not have otherwise been scheduled to work (eg a regular day off or during a period of leave), the Employer shall, at its discretion, i) give the Employee a paid day off in the following seven days; ii) grant the Employee's request for a specific substituted day off; or iii) provide the Employee a day's pay.

#### SAMPLE THREE

The Employee shall be entitled to paid time off on all federal Public Holidays and on [the State holiday]. If the holiday falls on a regular day off, the next regular workday shall be substituted.

#### SAMPLE FOUR

- (a) The Employee shall receive paid time off for Christmas, Boxing Day, Good Friday and Easter Monday.
- (b) The Employee shall receive seven days additional days of annual leave per year, in lieu of all other public holidays.
- (c) The Employee shall be paid double-time for work on Christmas, Boxing Day, Good Friday or Easter Monday.

### 5. b) Annual Leave

#### SAMPLE ONE

- (a) The Employee shall accrue 4 weeks annual leave progressively a year according to the National Employment Standards.
- (b) Annual leave shall be paid at the Employees regular rate of pay and shall not attract annual leave loading.
- (c) Upon agreement, annual leave which has not accrued may be taken in advance.
- (d) The Employee shall receive payment for accrued annual leave at the time of his/her termination. At the time of his/her termination, the Employee shall reimburse the Employer for any annual leave taken but not yet accrued.



## SAMPLE TWO

- (a) The Employee shall accrue annual leave in accordance with the National Employment Standards.
- (b) No more than eight weeks of annual leave may be carried-over to the following year unless i) the Employer's expressly consents, in writing, or ii) the Employer refused a reasonable request to take the annual leave to be carried-over.

### 5. c) Annual Leave Loading

#### SAMPLE ONE

- (a) The Employee shall receive annual leave loading at a rate of 17.5% on annual leave.
- (b) Loading is limited to the yearly four-week annual leave allocation and will not be applied to any other paid days off.
- (c) Loading will not be paid on annual leave taken in advance of the date it is accrued until the date such time actually accrues.

#### SAMPLE TWO

In lieu of annual leave loading, the Employee shall receive an additional [3 days/ 4 days/week] of paid leave per year. Additional leave must be taken after annual leave has been exhausted and may not be carried-over to the following year.

#### SAMPLE THREE

The Employee expressly acknowledges that his/her salary includes annual leave loading and that he/she is not entitled to additional annual leave loading.

### 5. d) Personal/Carer's Leave

#### SAMPLE ONE

The Employee shall accrue Personal/Carer's Leave in accordance with the National Employment Standards.

#### SAMPLE TWO

- (a) Entitlement
  - i. The Employee shall accrue 10 days of paid personal/carers leave progressively a year.
  - ii. Personal/carers leave may be used as paid sick leave or paid carers leave as set out below.
  - iii. Unused personal/carers leave will carry-over from year to year.
- (b) Paid Sick Leave
  - i. Paid sick leave may be taken if the Employee is unfit to work because of a personal illness, or personal injury, affecting the employee.
  - ii. Sick leave is not payable if the Employee is receiving worker's compensation benefits.
  - iii. The Employee must notify the Employer of his/her absence. Including the reason therefore, as soon as reasonably practicable (which may be a time after the leave has started).

- iv. The Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave is taken because the Employee is/was unfit for work due to personal illness or injury.
- v. There is no yearly limit on the number of accrued sick days that may be taken in a year.
- vi. The Employee is not taken to be on paid personal/carer's leave on a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes.

(c) Paid Carer's Leave

- i. Paid carer's leave may be taken when an Employee is required to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.
- ii. The following are members of an Employee's immediate family: a spouse, a de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of the Employee.
- iii. De facto partner, in relation to an Employee, means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner of the Employee.
- iv. The Employee must notify the Employer of his/her absence, including the reason therefore, as soon as reasonably practicable (which may be a time after the leave has started).
- v. The Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave was taken because the Employee is/was required to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.

(d) Unpaid Carer's Leave

- i. The Employee is entitled to a maximum of two days unpaid carer's leave for each permissible occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of (i) a personal illness, or personal injury, affecting the member; or (ii) an unexpected emergency affecting the member.
- ii. The Employee may take unpaid carer's leave for a particular permissible occasion as (i) a single continuous period of up to 2 days; or (ii) any separate periods to which the Employee and his or her Employer agree.
- iii. The Employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- iv. The Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible occasion in circumstances specified above.

(e) Documentation

- i. Documentation shall be in the form of a medical certificate provided by a registered health practitioner.
- ii. Where it is not reasonably practicable to require a medical certificate, the Employee may provide a statutory declaration in lieu of a medical certificate.

- iii. A statutory declaration of the Employee would be sufficient to document the relationship for the purposes of carer's leave.

#### SAMPLE TWO

- (a) The Employee shall accrue personal/carer's leave at the rate of ten days per year. Such leave may be used for personal illness or injury, personal emergencies, and/or to provide care for a sick or injured member of the Employee's immediate family or household. If the Employee has exhausted his/her paid personal/sick leave, he/she may take up to two additional days of personal/sick leave without pay for each permissible occasion.
- (b) The following are members of an Employee's immediate family: a spouse, a de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of the Employee.
- (c) De facto partner, in relation to an Employee, means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner of the Employee.
- (d) The Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave was taken for the purpose specified.

#### **5. e) Parental Leave**

##### SAMPLE ONE

The Employee shall be entitled to parental leave in accordance with the National Employment Standards.

##### SAMPLE TWO

Parental leave consists of maternity leave, paternity leave and adoption leave. The period of parental leave is fifty-two (52) weeks. Three weeks of parental leave may be taken concurrent with the other parent; the balance must be continuous and may only be taken by the parent with primary childcare responsibility at the time that the leave is taken. The Employee may request in writing to the Employer at least 4 weeks before the end of the available parental leave period for his or her Employer to agree to an extension of unpaid parental leave for the Employee for a further period of up to 12 months immediately following the end of the available parental leave period. The Employer must agree to the requested extension unless the Employer has reasonable business grounds for refusing. The specific provisions are in the National Employment Standards, which is hereby adopted and made part of this agreement.

#### **5. f) Compassionate Leave**

##### SAMPLE ONE

The Employee shall be entitled to compassionate leave in accordance with the National Employment Standards.

## SAMPLE TWO

- (a) The Employee shall be entitled to two days compassionate leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household: (i) contracts or develops a personal illness that poses a serious threat to his or her life; or (ii) sustains a personal injury that poses a serious threat to his or her life; or (iii) dies.
- (b) The Employer may require evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion, which may include but is not limited to a medical or death certificate.
- (c) The specific provisions for compassionate leave are in the National Employment Standards, however they are not intended to form part of the Employee's contract.

### **5. g) Long Service Leave**

#### SAMPLE ONE

The Employee shall receive long service leave as required by the State in which he/she is regularly employed.

#### SAMPLE TWO

The Employee shall receive long service leave in accordance with the National Employment Standards.

### **5. h) Community Service Leave**

#### SAMPLE ONE

The Employee shall receive community service leave in accordance with the National Employment Standards.

#### SAMPLE TWO

- (a) If the Employee is required to attend for jury service during her/his ordinary working hours, he/she will receive the difference between his/her regular pay for time spent on jury service and any amount paid for said jury service.
- (b) The Employee will notify the employer as soon as possible of the date upon which she/he is required to attend for jury service.
- (c) As a condition of payment under this section, the Employee will give the Employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.
- (d) The Employee is entitled to be absent from his or her employment for an unpaid period if the Employee is engaging in an eligible community service activity, as defined in the National Employment Standards, The period may consist of: (i) the time when the employee engages in the activity, (ii) reasonable travelling time associated with the activity, and/or (iii) reasonable rest time immediately following the activity.

## 5. i) Unpaid Leave

### SAMPLE ONE

An application for leave without pay for a period of up to 12 months will be considered on its merits and may be granted by the Employer provided that a) that the taking of leave does not conflict with operational requirements and b) all other leave entitlements (excluding personal/carer's leave) are exhausted.

## 6. BENEFITS/PREREQUISITES

### 6. a) General Employee Benefits

#### SAMPLE ONE

The Employee shall be provided with such benefits as is customary for a person in his/her position in a company of comparable size. Such benefits shall be reviewed annually by the compensation committee.

#### SAMPLE TWO

The Employee shall be entitled to participate in the benefits that the Employer applies generally to its employees. Each and any such benefit may be amended, modified or terminated by the Employer in its sole discretion.

### 6. b) Travel

#### SAMPLE ONE

The Employee shall be reimbursed for all reasonable expenses he/she incurs on behalf of the Employer for which he/she has obtained the Employer's prior approval. In no event shall the Employee be entitled to receive payment for use of his car in excess of the deductible amount allowed by the Australian Tax Office on the date for which it is claimed.

#### SAMPLE TWO: Business Travel

The Employer will pay reasonable expenses incurred by the Employee for travel on approved organisational business. The Employee is expected to exercise care and judgment in selecting reasonably priced hotels/motels, meals and transportation. The Employee shall submit expense reports with receipts on all business travel on a regular basis.

### 6. c) Motor vehicle

#### SAMPLE ONE

- (a) The Employer shall provide the Employee with a fully maintained motor vehicle or a motor vehicle allowance in conformity with the Employer's then current policy.
- (b) The Employee shall:
  - i. hold a valid driver's license throughout the term of his/her employment
  - ii. notify the Employer if his/her drivers license is revoked
  - iii. not drive the Employer provided motor vehicle without a valid license

- iv. comply with all applicable road regulations while driving a motor vehicle supplied by the Employer and/or while driving in connection with his/her employment.

#### SAMPLE TWO

The Employee shall be reimbursed for actual mileage when using his/her personal vehicle for Employer business as annually established by the Australian Tax Office.

#### SAMPLE THREE

The Employee shall be paid an allowance of \$\_\_\_\_\_ per month as reimbursement for use of his/her car in performance of his/her duties. There will be no additional mileage allowance or reimbursement.

#### SAMPLE FOUR

- (a) When it is necessary for Employee to use his/her privately owned motor car on Employer business, he/she shall be reimbursed at an established mileage rate determined by the Employer.
- (b) If the Employee uses a privately owned automobile on Employer business, he/she is responsible for complying with established laws and for the protection of personal interests through adequate insurance coverage on the motor car.
- (c) Any accident occurring while on Employer business must be reported promptly to management.

### **6. d) Parking**

#### SAMPLE ONE

The Employee shall have a reserved a parking space in Employer's parking area.

#### SAMPLE TWO

The Employer shall pay Employee's monthly parking charges at the garage in closest proximity to the Employee's customary workplace.

### **6. e) Equipment (mobile phone, computer)**

#### SAMPLE ONE

The Employer shall provide the Employee a \_\_\_\_\_. The Employee shall be responsible for ensuring the \_\_\_\_\_ is maintained appropriately and shall be financially liable for the loss of or damage to the \_\_\_\_\_. (fill-in blank with mobile phone, computer, etc). The Employer may replace the \_\_\_\_\_ with a similar or newer model at its discretion.

## **6. f) Company Credit Card**

### SAMPLE ONE

The Employer shall provide Employee a company credit card for business expenses. The Employee shall not use the credit card except as authorized for business expenses. In addition to any disciplinary action that may result, the Employee shall be financially liable for any non-authorized expenditure and personal expenses charged to the company credit card.

## **6. g) Professional Organizations**

### SAMPLE ONE

The Employer shall pay annual membership fees for up to two professional organisations that are relevant to the Employee's employment.

### SAMPLE TWO

The Employee shall remain a member in good standing of the \_\_\_\_\_ throughout his/her employment. The Employer shall pay fees necessary to maintain said membership.

## **6. h) Education/Training Allowance**

### SAMPLE ONE

The Employer shall pay a study allowance of \$\_\_\_\_ per week to assist with professional development including study materials and fees for continuing education.

### SAMPLE TWO

The Employee shall be reimbursed for all continuing education courses required for him/her to comply with his/her professional licensing requirements.

### SAMPLE THREE

After two years of employment, the Employee shall be eligible to participate in Employer's tuition reimbursement plan, under the terms then obtaining.

## **6. i) Sales Incentive Schemes**

### SAMPLE ONE

The Employee shall be eligible to participate in the Employer's incentive scheme under the terms then obtaining.

## **6. j) Bonuses**

### **SAMPLE ONE**

The Employee may participate in the Employer's bonus scheme, full details of which are available on request. The Employer reserves the right in its discretion to terminate or amend any bonus scheme without notice at any time or to exclude you from participation in any bonus scheme without giving any reason. Profit-sharing or personal performance related bonus payments may be made from time to time at the Employer's absolute discretion.

## **6. k) Health Club**

### **SAMPLE ONE**

The Employee will advise the Employer on a yearly basis if he/she wishes to be a member of the \_\_\_\_\_ health club. If the Employee so advises, the Employer will pay the Employee's membership fees for the following year.

## **6. l) Health Insurance**

### **SAMPLE ONE**

The Employer shall pay the Employee's private health plan premiums.

### **SAMPLE TWO**

The Employer shall provide private health cover with [health plan] for Employee, his/her spouse and his/her under-age children under the terms agreed upon between [health plan] and the Employer.

## **6. m) Worker's Compensation Make-Up Pay (Victoria and ACT Only)**

### **SAMPLE ONE**

If the Employee is absent from work due to an injury for which he is receiving workers compensation from Victoria or the Australian Capital Territory, he/she will be paid accident make up pay in accordance with Annexure A.

## **7. TERMINATION**

### **7. a) Probationary Period**

- (a) Your employment with the Employer will be subject to a \_\_\_\_ month probationary period ("the probationary period").
- (b) If prior to or at the completion of the probationary period, the Employer is of the view that you have not adequately carried out your duties, the Employer may with one week's prior written notice, terminate your employment.



## 7. b) Notice

### SAMPLE ONE

Termination of this Agreement shall be according to the National Employment Standards.

### SAMPLE TWO

Either party may terminate this Agreement upon providing the other party written notice of the day of termination (which cannot be before the day the notice is given) as follows:

Period of Employee's Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (a) In addition to the foregoing, the Employer shall give an additional week's notice to the Employee if he/she is older than 45 years of age at the time of the notice and has no less than 2 years continuous service.
- (b) If the Employee is not required to work through all or part of the notice period, he/she shall receive pay in lieu of the unpaid notice period.
- (c) If the Employee fails to give the notice specified in above, the Employer may withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under this provision.
- (d) Job search entitlement  
Where an Employer has given notice of termination to an Employee, the Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.
- (e) Notice is not payable when a business is transmitted and the entity to which it is transmitted both:
  - i. offers the Employee employment at substantially equivalent terms and conditions, including terms and conditions applicable to notice; and
  - ii. recognises the period of continuous service which the Employee had at the time of transmission.

### SAMPLE THREE: For Executive Employees/High Incomer Earners (earning over \$108,300 p.a.)

Either party may terminate this agreement upon \_\_\_\_\_ months written notice. The Employer may elect to pay the Employee in lieu of all or part of the required notice.

[NOTE: The following factors should be considered in determining what is a reasonable period of notice on termination: the length of the term for which the employee is employed (the longer the term, the greater the notice), the nature of the employment (the more substantial, the greater the notice), the status, seniority and salary of the position (the higher, the more notice), the employee's age (the older, the more notice required), the employee's qualifications and experience (the greater, the more notice required), the employee's length of service and degree of job mobility (the greater the service and the lower the mobility, the greater the notice), what the employee gave up to come to the present employer. The authorities appear to support a range of between six and 12 months for reasonable notice, in the case of a senior executive with a large corporation in anticipated long term employment. ]

## 7. c) Termination for Serious Misconduct

### SAMPLE ONE

The Employer may terminate this employment agreement at any time and without notice for serious misconduct or insubordination. In the case of termination for such grounds, the Employer shall have no obligation to the Employee for salary, bonus, or other compensation or any other form of benefits under this agreement except (a) compensation earned prior to the effective date of termination, (b) benefits the Employee has accrued, and/or (c) other benefits mandated under State or federal law for employees who are terminated.

## 7. d) Redundancy

### SAMPLE ONE

If the Employee is made redundant, the Employee is entitled to receive redundancy pay in accordance with the National Employment Standards.

### SAMPLE TWO

(a) If the Employee is made redundant the Employee is entitled to receive severance pay as follows:

Less than 1 year	Nil
1 year and less than 2	4 weeks' pay
2 years and less than 3	6 weeks' pay
3 years and less than 4	7 weeks' pay
4 years and less than 5	8 weeks' pay
5 years and less than 6	10 weeks' pay
6 years and less than 7	11 weeks' pay
7 years and less than 8	13 weeks' pay
8 years and less than 9	14 weeks' pay
9 years and less than 10	16 weeks' pay
10 years and over	12 weeks' pay

- (b) An Employee who has been given notice of termination due to redundancy may terminate his/her employment during the notice period without loss of severance pay.
- (c) Any sums owed by the Employee to the Employer such as for advanced unaccrued leave or failure to provide notice of termination may be deducted by the Employer from any sums due to the Employee.
- (d) The specific provisions are in the National Employment Standards, which is hereby adopted and made part of this agreement.

### SAMPLE TWO

If the Employee is terminated by the Employer for a reason other than serious misconduct or insubordination, he/she shall receive severance pay at the rate of [one/two/three] weeks per year of employment, with a maximum of 16 weeks severance pay. (Note: As long as the amount is the same or more than the required amount for a particular period of service expressed in the table above).

## **7. g) Return materials**

### **SAMPLE ONE**

The Employee agrees that upon the termination of his or her employment with Employer for any reason whatsoever, the Employee will promptly return to the Employer all manuals, records, training materials, and other Confidential Information in his or her possession as well as equipment, if any, given to the Employee by the Employer for use in performance of his or her duties.

## **8. GENERAL PROVISIONS REGARDING THE EMPLOYER**

### **8. a) Policy and Procedures**

#### **SAMPLE ONE**

The Employee shall be advised of and comply with the Employer's policies and procedures as such policies and procedures may vary from time to time

#### **SAMPLE TWO**

Other matters relating to company procedures and policies are detailed in the ..... Induction Manual. A copy of this manual has been made available to you and you will be required to attend an induction day programme within the first four weeks of your employment. Please note that it is a condition of your employment that you familiarise yourself with all matters included in the Induction Manual and abide by these policies and future updates as they are provided

### **8. b) Business Ethics**

#### **SAMPLE ONE**

The Employee acknowledges that he/she has been given a copy of the Employer's business ethics policy. The Employee further acknowledges that he/she has read and fully understands all of the requirements thereof, and acknowledges that at all times during the term hereof, he/she shall perform his services hereunder in full compliance with the Employer's business ethics policy, and any revisions thereof or additions thereto.

### **8. c) Confidentiality**

#### **SAMPLE ONE**

The Employee shall not:

- (a) disclose directly or indirectly, to any person for any reason other than the conduct of Employer's business any secrets, information, process, methods, products, record, customer information, prices, commissions or data belonging to the Employer or any of Employer's customers, business associates or associated companies (the "Information"); or
- (b) use the Information for any purpose other than Employer's business without Employer's express approval; or
- (c) disclose the terms of this agreement to any person other than a spouse or a person, such as an accountant or solicitor, providing legal and/or financial advice.

## SAMPLE TWO

The Employee acknowledges that the Employer may provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

## SAMPLE THREE

- (a) For so long as Employee shall remain employed by Employer and for a period of one year after termination of employment with Employer for any reason, Employee shall not disclose or communicate any "Confidential Information" of Employer to any person or entity other than Employer nor use said "Confidential Information" for any purpose or reason other than the benefit of Employer.
- (b) For purposes of the preceding sentence, "Confidential Information" means (but is not limited to) any information regarding Employer's business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by Employer which is not generally known by individuals outside of the Employer (including Employer's employees, consultants, and advisors). Also, "Confidential Information" shall additionally include, but not be limited to, the follow information of Employer: Customer lists or other customer information, Sales strategy, tactics, or methods; Information pertaining to products or services under development; and all marketing strategies.

### **8. d) Intellectual Property**

#### SAMPLE ONE

- (a) All improvements, discoveries, ideas and inventions made or conceived alone or in conjunction with others arising out of or in the course of the Employee's employment, whether or not patentable, ("the inventions") will be the sole and exclusive property of the Employer.
- (b) The Employee shall provide prompt written notice of inventions to the Employer
- (c) The Employee must, upon request and at Employer's expense, enter into any agreements or documents reasonably required to assign to the Employer all rights, title and interest in any invention.

#### SAMPLE TWO

Any writing, invention, process, creative mark or other work which Employee may make or conceive of, either alone or with others, at any time while Employee is an employee of Employer which in any way relates to the business of Employer, shall be the sole property of Employer and Employee shall have no rights in nor claims thereto (including, but not limited to, rights or claims accruing under the copyright, trademark, or patent laws of any country).

#### SAMPLE THREE

- (a) Ownership
  - i. At all times all intellectual property created by the Employer is owned by the Employer.
  - ii. At all times all intellectual Property created by you within the scope of your employment is owned by the Employer

(b) Use of facilities and resources

Without limiting the generality of any other provision, all Intellectual Property created by you, with or without knowledge of the Employer, using facilities or resources of the Employer, or the Confidential Information, is owned by the Employer, notwithstanding that the creation of such Intellectual Property:

- i. is not within the scope of your normal duties;
- ii. is done by you in your own time; or
- iii. involved only partial use of the Employer's facilities, resources or Confidential Information.

(c) Disclosure

You will disclose to the Employer all Intellectual Property created by you which is owned by the Employer as soon as practicable after creation.

(d) Assistance

In relation to Intellectual Property owned by the Employer, if and whenever required to do so by the Employer (whether during your employment or after termination) you will at the expense of the Employer:

- i. apply or join with the Employer or its nominee in applying for any patent, registered design or any other similar protection in Australia or any other part of the world.
- ii. execute all instruments or other documents and do all things necessary for vesting the Intellectual Property an all right title and interest to the same in the Employer or its nominee absolutely as sole beneficial owner; and
- iii. Provide reasonable assistance to the Employer in connection with any claim or proceedings for infringement of any Intellectual Property.

## **8. e) Exclusivity**

### **SAMPLE ONE**

The Employee may not engage in any employment or provide services to anyone other than the Employer without the Employer's prior written consent.

### **SAMPLE TWO**

- (a) The Employee undertakes to devote all of his working time to the tasks with which he is entrusted pursuant to this employment contract.
- (b) The Employee shall not carry on any other professional activity, directly or indirectly, remunerated or unremunerated, without the prior written approval of the Employer

### **SAMPLE THREE**

The Employee will not engage in any activity that conflicts with or adversely affect the performance of his/her duties under this agreement; accept any other employment, whether as an Employee, as a consultant or in any other capacity, whether or not he/she is compensated therefore, or violate any of the policies described in company's then applicable policy manual.

### **SAMPLE FOUR**

Employee agrees that his employment with Employer is on an exclusive basis and that, while Employee is employed by Employer, Employee will not engage in any other business activity which is in conflict with Employee's duties and obligations (including Employee's commitment of time) under this agreement.

## 8. f) Restraint of Trade

### SAMPLE ONE

- (a) The Employee shall not directly or indirectly compete with the Employer's business during the period of employment and for a period of \_\_\_\_\_ years following termination of employment notwithstanding the cause or reason for termination.
- (b) This prohibition against competing with the Employer shall mean that the Employee may not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of the Employer or such other business activity in which the Employer may substantially engage during the term of Employee's employment.
- (c) This non-compete agreement shall extend only for a radius of \_\_\_\_\_ kilometres from the Employer's present location.

### SAMPLE TWO

- (a) The Employee acknowledges that the activity he is going to carry on will provide broad access to the know-how, techniques, commercial practices and more generally numerous types of confidential information concerning the Employer.
- (b) The Employee acknowledges that the confidential information constitutes one of the Employer's main strengths, so that the Employer has a legitimate interest in including a restraint of trade clause in this employment contract.
- (c) As a result, and in view of the nature of his duties, the Employee, upon termination of this Agreement for any reason, will not work with, take an interest in or directly or indirectly solicit, in any way whatsoever, for himself or on behalf of a third party, Employer's clients as well as the prospects with which the Employee has had a direct relationship during the eighteen (18) months preceding the date of actual termination of the Employee's employment.
- (d) The above undertaking is valid for eighteen (18) months starting with the date of actual termination of the Employee's employment.
- (e) Employee will not, for a duration of twelve (12) months starting with the date of actual termination of his employment, hire and/or to hire away, for himself or on behalf of any third party, any of Employer's employees.
- (f) In addition, the Employee undertakes, for the twelve (12) months following the actual termination of his employment, not to associate himself or intervene, particularly as partner, employee or consultant, with or for any company involved in the same business, by performing duties similar to the ones performed within Employer.

## 8. g) Remedies for Breach

### SAMPLE ONE: Remedies in Event of Breach of Restraint of Trade, Intellectual Property, Confidentiality, and/or Exclusivity Provisions

- (a) The Employee hereby recognizes that irreparable damage will result to the Employer, and to the business of the Employer, in the event of breach by Employee of any of the covenants and assurances contained in paragraphs covering [name of paragraphs].
- (b) As such, in the event of breach of any of the covenants and assurances contained in paragraphs [paragraph numbers] the Employer shall be entitled to enjoin and restrain Employee from any continued violation of any term of said paragraphs. This equitable remedy shall be in addition to (and not supersede) any action for damages Employer may have for breach of any part of this agreement.

- (c) Should either party lawfully terminate this agreement, this paragraph, as well as those set out above shall survive any such termination and remain in full force and effect until the expiration of their legal enforceability

**SAMPLE TWO: Restraint of Trade, Confidentiality, Necessity of Court Action**

In the event Employer feels it is appropriate to seek a court order to enforce either the confidentiality or restraint of trade provisions of this agreement, the Employee expressly agrees that:

- (a) it is appropriate for the court to grant injunctive relief and damages to the Employer;
- (b) the court should provide Employer with the greatest protections possible through injunctive relief;
- (c) in the event a court called upon to enforce this agreement determines that it should be reformed, the Employee will join the Employer in asking the court to grant the Employer the greatest degree of protection available through the confidentiality and restraint of trade provisions of the agreement; and
- (d) that the Employer should and will recover from you any and all actual legal fees, costs, and expenses it incurs in enforcing all or any part of the confidentiality and restraint of trade provisions of this agreement; and
- (e) that the Employer should recover its legal fees, costs, and expenses even if the Court reforms this agreement and enforces the agreement as a reformed.

**8. h) Non-Disparagement**

**SAMPLE ONE**

The Employee agrees that, during the term of employment and for one year thereafter, he/she shall not, in any communications with the press or other media or any customer, client or supplier of the Employer, or any of Employer's affiliates, criticize, ridicule or make any statement which disparages or is derogatory of the Employer or its affiliates or any of their respective directors or senior officers. No officer or director of the Employer will, during the same time period, criticize, ridicule or make any statement which disparages or is derogatory of the Employee.

**8. i) Antidiscrimination - delete?**

**SAMPLE ONE**

- (d) The parties to this Agreement agree that it is their intention to achieve the a principal objective in the Workplace Relations Act 1996, which is to respect and value diversity of the workforce by helping to prevent and eliminate discrimination at the enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (e) Disputes concerning this provision and its operation shall be remedied as provided by law and shall not be subject to the dispute resolution procedures in this Agreement.
- (f) Nothing in these provisions allows any treatment that would otherwise be prohibited by the anti-discrimination provisions and applicable Commonwealth or State legislation.
- (g) Nothing in these provisions prohibits:
  - i. Any discriminatory conduct (or conducts having a discriminatory effect) that is based on the inherent requirements of a particular position; or



- ii. Any discriminatory conduct (or conduct having a discriminatory effect) that was in good faith to avoid injury to the religious susceptibilities of that religion or creed
- (h) Disputes arising from this section shall not be subject to the dispute resolution provisions of this agreement.

## 8. j) Notice Board

### SAMPLE ONE

The Employer may notify Employee of topics of general application to employees by posting the notice on a notice board in an appropriate manner.

## 9. General Contractual Provisions

### 9. a) Dispute Resolution

#### SAMPLE ONE

Any dispute arising from or under this Agreement will be resolved as set out herein.

- (a) As soon as practicable after the dispute or claim has arisen, the Employee concerned will take up the matter with his/her immediate supervisor affording them the opportunity to remedy the cause of the dispute.
- (b) Where any such attempt at settlement has failed to achieve a satisfactory resolution, or where the matter in dispute is of such a nature that direct discussions between the Employee and his/her immediate supervisor are inappropriate, the Employee will raise the matter with the industrial relations officer.
- (c) If the matter is not then satisfactorily resolved the matter will be submitted to the Australian Industrial Relations Commission for settlement.
- (d) Either party may appoint, in writing, another person or persons to act on behalf of the party.
- (e) The parties agree that during the time when the parties attempt to resolve the matter:
  - i. the parties continue to work in accordance with the Agreement unless the Employee has a reasonable concern about an imminent risk to his/her health or safety; and
  - ii. subject to relevant provisions of any State occupational health and safety law, even if the Employee has a reasonable concern about an imminent risk to his/her health or safety, the he/she must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for he/she to perform; and
  - iii. the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

#### SAMPLE TWO

- (a) In the event that a dispute arises as to the application or interpretation of this agreement, the parties will endeavour to resolve the dispute without resort to a third party.
- (b) If the parties are unable to resolve the dispute amicably, either party may submit it to arbitration under the rules then obtaining of the Australian Arbitration Association. The arbitration will be conducted in Melbourne, Victoria, Australia



### SAMPLE THREE

- (a) Any disputes arising under or in connection with this agreement shall be resolved by arbitration, to be held in [specify city] in accordance with the rules and procedures of the [association].
- (b) All costs, fees and expenses of any arbitration incurred by the Employee in connection with this agreement which result in any decision or settlement requiring the Employer to make a payment to the Employee shall be borne by the Employer. In no event shall the Employee be required to reimburse the Employer for any of the costs and expenses incurred by the Employer relating to such arbitration. The obligation of the Employer under this section shall survive the termination of this agreement.

### **9. b) Entire Agreement**

#### SAMPLE ONE

This Agreement contains the entire agreement between the parties on the subject of Employee's employment by Employer and supersedes any and all prior written or oral agreements or representations between the parties on this subject.

#### SAMPLE TWO

This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement. Should the language of this contract conflict with any Employer manual or memorandum, the language of this contract shall control unless the external document specifically states that it shall act as a modification of company employment contracts and the Employee consents to this modification.

### **9. c) Modification**

#### SAMPLE ONE

- (a) No waiver or modification of this Agreement or of any covenant, condition, or limitation in the Agreement contained shall be valid unless in writing and executed by the party to be charged with it.
- (b) No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, unless such waiver or modification is in writing, executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as in this Agreement set forth.

#### SAMPLE TWO

This agreement may not be modified, superseded, or voided except upon the written and signed agreement of the Parties.

#### **9. d) Survival**

SAMPLE ONE

Should either party lawfully terminate this agreement, paragraphs [enter paragraphs] shall survive any such termination and remain in full force and effect until the expiration of their legal enforceability.

#### **9. e) Assignment**

SAMPLE ONE

This is a personal service contract which must be performed by the individual named herein as Employee and, as such, performance hereof may not be assigned or subcontracted without the express written consent of Employer. However, Employer retains the power to assign or transfer its rights under this agreement.

#### **9. f) Severability/Waiver**

SAMPLE ONE

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

SAMPLE TWO

If any provision or portion of this agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this agreement shall be unaffected and shall remain in full force and effect to the full extent permitted by law

#### **9. g) Compliance with Laws**

SAMPLE ONE

The Employee shall comply with all applicable international, national and local laws and regulations in the exercise of his duties under this Agreement.

#### **9. h) Governing Law**

SAMPLE ONE

This agreement shall be governed by and interpreted according to the laws of the State of [state].

**9. i) Opportunity to Consult**

SAMPLE ONE

The Employee acknowledges that he/she has had an adequate opportunity to read and study this Agreement, to consider it, and to consult with a legal representative if he/she has so desired.

SAMPLE TWO

By signing this agreement, the Employee hereby certifies that he/she:  
(a) has received a copy of this agreement to review and study before signing it;  
(b) has read this agreement carefully before signing it;  
(c) has had sufficient opportunity before signing it to ask any questions about it and has received satisfactory answers to all of his/her questions;  
(d) has had an opportunity to discuss it with his/her own legal counsel and to be advised as to its terms and your obligations and rights under it, and  
(e) understand your rights and obligations under this agreement.

**9. j) Execution Tags**

SAMPLE 1

In witness thereof, this agreement has been executed by the parties on the dates showed below, and shall be effective as of the date and year first written above.

SAMPLE 2

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

EMPLOYER:

EMPLOYEE:

By:

\_\_\_\_\_

By:

—

Title:

\_\_\_\_\_

Address: \_\_\_\_\_

Address:

\_\_\_\_\_

—

\_\_\_\_\_ E-mail: \_\_\_\_\_

E-mail:

\_\_\_\_\_

