**Employment Agreement**

**{$USR\_Business}**

**AND**

**{$PT2\_Contact\_FN} {$PT2\_Contact\_LN}**

|  |
| --- |
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PARTIES & EXECUTION

By signing below, the parties agree to the Role Description and General Conditions set out in this Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| Name | {$USR\_Name|upper}, {if !empty($USR\_ABN)}ABN {$USR\_ABN|phone\_format:”%2 %3 %3 %3”}{/if} (**{$USR\_ABV}**) | | |
| Address | {$USR\_Address|replace:“AU”:”Australia”} | | |
| Contact | {$USR\_Contact\_FN} {$USR\_Contact\_LN} – {$USR\_Contact\_Role} - {$USR\_Contact\_Email} | | |
| Signatory | {$USR\_Signatory\_FN} {$USR\_Signatory\_LN} – {$USR\_Signatory\_Role} | | |
| Signature |  | Date |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Name | {$PT2\_Contact\_FN|upper} {$PT2\_Contact\_LN|upper} (**{$PT2\_Contact\_FN}**) | | |
| Address | {$PT2\_Address|replace:“AU”:”Australia”} | | |
| Email | {$PT2\_Contact\_Email} | | |
| Signature |  | Date |  |

ROLE DESCRIPTION

The parties agree that {$PT2\_Contact\_FN}’s employment with {$USR\_ABV} will be on these terms and the General Conditions that follow.

|  |  |
| --- | --- |
| * 1. Role | {$PT2\_Role}. |
| * 1. Workplace | 1. {$PT2\_Contact\_FN} will perform their Duties at {$USR\_ABV}’s primary place of business, and any other locations as {$USR\_ABV} may direct from time-to-time. 2. Travel may be required outside the Location to perform the Duties from time-to-time. {$USR\_ABV} will pay for, or reimburse, {$PT2\_Contact\_FN}’s travel and accommodation costs in accordance with {$USR\_ABV}’s Expenses policy. |
| * 1. Commencement Date | {$Comc\_Date|date\_format:"d F Y"}. |
| * 1. Term | The term of this Agreement shall be {if !empty($Term)}{$Term} {$Term\_Freq}{if $Term > 1}s{/if} from the Commencement Date.{elseif empty($Term)}ongoing until validly terminated in accordance with this Agreement.{/if} |
| * 1. Duties | {$PT2\_Contact\_FN} will provide the following services to {$USR\_ABV}:   * + 1. {if !empty($Duty\_1)}{$Duty\_1}.     2. {/if}{if !empty($Duty\_2)}{$Duty\_2}.     3. {/if}{if !empty($Duty\_3)}{$Duty\_3}.     4. {/if}{if !empty($Duty\_4)}{$Duty\_4}.     5. {/if}{if !empty($Duty\_5)}{$Duty\_5}.     6. {/if}{if !empty($Duty\_6)}{$Duty\_6}.     7. {/if}{if !empty($Duty\_7)}{$Duty\_7}.     8. {/if}{if !empty($Duty\_8)}{$Duty\_8}.     9. {/if}{if !empty($Duty\_9)}{$Duty\_9}.     10. {/if}{if !empty($Duty\_10)}{$Duty\_10}.     11. {/if}Such other duties, tasks and responsibilities as {$USR\_ABV} may reasonably require from time-to-time. |
| * 1. Work Hours | * + 1. {$USR\_ABV}’s normal work hours are {$Start\_Time} to {$End\_Time} on Business Days.     2. {$PT2\_Contact\_FN} will ordinarily work {$Work\_Hours} hours per-week averaged over a 52-week period, or otherwise in accordance with the applicable Modern Award (if any).     3. If permitted under the applicable Modern Award, {$USR\_ABV} may reasonably require {$PT2\_Contact\_FN} to work such other times as is required to fulfil the Duties without additional remuneration.     4. {$PT2\_Contact\_FN} must be present for work at their designated start time each day. |
| * 1. Remuneration | * + 1. From the Commencement Date {$PT2\_Contact\_FN} will be paid ${$Fees\_Amt|number\_format} {$Fees\_Freq}, {$Super} of superannuation.     2. {$PT2\_Contact\_FN}’s remuneration will be subject to periodic review and may be increased at {$USR\_ABV} ‘s discretion. |
| * 1. Probation Period | {if empty($Probation)}Not applicable{elseif !empty($Probation)}{$Probation} month{if $Probation > 1}s{/if} from the Commencement Date{/if}. |
| * 1. Non-Solicitation Period | {if empty($Solicit\_Period)}Not Applicable{elseif !empty($Solicit\_Period)}{$PT2\_Contact\_FN} agrees that for a period of {$Solicit\_Period} {$Solicit\_Period\_Freq}{if $Solicit\_Period > 1}s{/if} after their employment ends, they shall not:   * + 1. Solicit any customer of {$USR\_ABV} that had been a customer at any time during the term of {$PT2\_Contact\_FN}’s employment, for the purposes of providing them with goods or services that {$USR\_ABV} also provides; or     2. Solicit the services of any employee, contractor or service provider of {$USR\_ABV} that had been such during the term of {$PT2\_Contact\_FN}’s employment{/if}. |
| * 1. Reporting | * + 1. {$PT2\_Contact\_FN} shall report to {$Supervisor\_FN} {$Supervisor\_LN} ({$Supervisor\_Role}), in relation to the employment or any replacement advised by {$USR\_ABV}.     2. {$PT2\_Contact\_FN} must promptly report on all issues relevant to the employment, the {$USR\_ABV}’s business and any other matters which should reasonably be brought to the attention of {$USR\_ABV}. |

GENERAL CONDITIONS

1. DEFINITIONS
   1. **Fair Work Terms.** Words or phrases that are capitalised in this Agreement, that are not defined in clause 1.2 have the meaning ascribed to them by the Act.
   2. **Definitions****.** In this Agreement the following capitalised terms mean:
      1. **Act** means the *Fair Work Act 2009* (Cth)**.**
      2. **Business Day** means a day that is not a Saturday, Sunday or public holiday in the Location.
      3. **Commencement Date** means the date set out in A.3 of the Role Description.
      4. **Confidential Information** means all information belonging to, or licensed to a party to this Agreement (**Discloser**) and includes, without limitation, all Intellectual Property, notes and other records, whether written or otherwise, including information that:
         1. the Discloser advises the other party (**Recipient**) is confidential;
         2. by its very nature, might reasonably be understood to be confidential or to have been disclosed in confidence;
         3. would be of commercial value to a competitor of the Discloser;
         4. relates to any arrangements or transactions involving the Discloser;
         5. relates to any arrangements or transactions between the Discloser, and its suppliers, contractors, employees or consultants (including their identity and the value in respect of the supplies of goods, services or labour the Discloser acquires from them);
         6. relates to the Discloser’s fees, quotations, prices or charges in respect of services or, formulae, technical information, plans, drawings and specifications;
         7. is a business plan or forecast;
         8. are financial records, reports, accounts and proposals of the Discloser;
         9. relates to the marketing and selling techniques used by the Discloser (including marketing plans, sales plans, research and data surveys);
         10. is personal information within the meaning of the *Privacy Act 1988* (Cth);

but excludes information that:

* + - 1. is, or becomes, generally known or available to the public, through no act or omission on the part of the Recipient;
      2. was known, without restriction as to use or disclosure, by the Recipient prior to receiving such information from the Discloser;
      3. is rightfully acquired by the Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or
      4. is independently developed by the Recipient.
    1. **Duties** means the duties {$PT2\_Contact\_FN} is required to perform as an employee of {$USR\_ABV} as set out in A.5 of the Role Description.
    2. **Expenses** reasonable out-of-pocket expenses incurred by {$PT2\_Contact\_FN} while performing the Duties.
    3. **General Conditions** means the section of this Agreement named “General Conditions”.
    4. **Group** means {$USR\_ABV} and any associated entity of {$USR\_ABV} as defined in section 50AAA of the *Corporations Act 2001* (Cth).
    5. **Intellectual Property** means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow or other proprietary right or right of registration of such rights, including any such rights subsisting in (without limitation): circuit layouts; inventions; product formulations; databases; software code; domain names; brand names; trade name; business name; company name.
    6. **Location** means {$REF\_State}, Australia.
    7. **Material** includes documents, software, configurations, equipment, reports, technical information, studies, plans, charges, drawings, calculations, tables, schedules and data stored by any means.
    8. **Modern Award** means the minimum terms and conditions of employment that will apply to the Role in accordance with the Act.
    9. **Moral Rights** means:
       1. rights of integrity of authorship or performership;
       2. rights of attribution of authorship or performership;
       3. rights not to have authorship or performership falsely attributed;
       4. conferred by the *Copyright Act 1968* (Cth); and
       5. rights of a similar nature that exist, or may come to exist, anywhere in the world.
    10. **Non-Solicitation Period** means the period described in A.9 of the Role Description.
    11. **Personal Information** means information which identifies an individual or from which an individual’s identity can be reasonably ascertained.
    12. **Privacy Law** means the *Privacy Act 1988* (Cth), the Australian Privacy Principles and any other applicable privacy legislation;
    13. **Privacy Policy** means {$USR\_ABV}’s privacy policy.
    14. **Remuneration** means the amount and manner of payment specified in item A.7 of the Role Description.
    15. **Role** means the role that {$PT2\_Contact\_FN} will assume at the commencement of this Agreement as set out in A.1 of the Role Description
    16. **Role Description** means the section of this Agreement named “Role Description”.
    17. **Term** meansthe termset out in item A.4 of the Role Description.
    18. **Workers’ Compensation** shall include Work Cover and have the meaning given to those terms under the laws of the Location.
    19. **Work Hours** means the hours set out in item A.6 of the Role Description.
    20. **Workplace** means the location of the workplace as described in item A.2 of the Role Description.

1. EMPLOYMENT AND COMMENCEMENT
   1. {$USR\_ABV} wishes to employ {$PT2\_Contact\_FN} in the Role and {$PT2\_Contact\_FN} accepts such employment in accordance with this Agreement.
   2. {$PT2\_Contact\_FN}’s employment commenced or commences on the Commencement Date and will continue for the Term.
2. ROLE AND WORKPLACE
   1. The Role Description sets out {$PT2\_Contact\_FN}’s Role and the Workplace from which {$PT2\_Contact\_FN} will ordinarily be required to perform their Duties.
   2. {$USR\_ABV} may require {$PT2\_Contact\_FN} to work from other Workplaces from time to time as is reasonably necessary, so long as it does not cause {$PT2\_Contact\_FN} unreasonable hardship.
   3. {$PT2\_Contact\_FN} will be required to perform the Duties honestly and in a proper and efficient manner, having regard to {$PT2\_Contact\_FN}’s skills, training and experience.
   4. {$PT2\_Contact\_FN} shall notify {$USR\_ABV} in writing of any pre-existing injury or illness that may reasonably affect, or be aggravated by, the performance of the Duties and {$PT2\_Contact\_FN} agrees that failure to disclose such injuries or illnesses could affect {$PT2\_Contact\_FN}’s ability to claim Workers’ Compensation.
   5. {$PT2\_Contact\_FN} is expected to have a flexible approach to {$PT2\_Contact\_FN}’s Duties, because as {$USR\_ABV} grows and changes over time, {$PT2\_Contact\_FN}’s Role and Duties may also change.
3. PROBATION
   1. {$PT2\_Contact\_FN} will be on probation for the Probation Period.
   2. During {$PT2\_Contact\_FN}’s probation {$USR\_ABV} will:
      1. use its reasonable endeavours to provide {$PT2\_Contact\_FN} with advice, training and guidance to help {$PT2\_Contact\_FN} become familiar with, and competent in, performing {$PT2\_Contact\_FN}’s Duties; and
      2. assess {$PT2\_Contact\_FN}’s progress and performance.
   3. Towards the end of the Probation Period {$USR\_ABV} will meet with {$PT2\_Contact\_FN} to discuss {$PT2\_Contact\_FN}’s performance and, if {$USR\_ABV} considers it necessary, may extend the Probation Period for up to another 3 months.
   4. During the Probation Period either party may end {$PT2\_Contact\_FN}’s employment by providing one week’s notice in writing.
   5. If {$PT2\_Contact\_FN} continues to work for {$USR\_ABV} after the Probation Period, {$PT2\_Contact\_FN}’s employment will continue for the Term.
4. DUTIES, OBLIGATIONS & HOURS
   1. Except in the case of absence by reason of ill health, incapacity, accident or approved leave, {$PT2\_Contact\_FN} will devote the whole of {$PT2\_Contact\_FN}‘s time, attention and abilities exclusively to the Duties during the Work Hours.
   2. {$PT2\_Contact\_FN} will be required to perform all Duties to the best of {$PT2\_Contact\_FN}’s ability at all times, using {$PT2\_Contact\_FN}’s best endeavours to promote and protect the Group’s interests and to follow all reasonable and lawful directions from the Group.
   3. {$PT2\_Contact\_FN} will comply with all of {$USR\_ABV}, and {$USR\_ABV} Group’s policies and procedures which may currently be in force or which may be introduced or varied from time to time.
   4. These policies and procedures do not form part of your contract of employment.
5. REMUNERATION
   1. {$USR\_ABV} will pay {$PT2\_Contact\_FN} the Remuneration and make superannuation payments on {$PT2\_Contact\_FN}’s behalf into {$PT2\_Contact\_FN}’s chosen fund in accordance with *Superannuation Guarantee (Administration) Act 1992* (Cth).
   2. {$USR\_ABV} will reimburse {$PT2\_Contact\_FN} for all reasonable, pre-approved Expenses {$PT2\_Contact\_FN} incurs in the course of carrying out the Duties on the production of legitimate tax receipts, vouchers or proof in accordance with any of {$USR\_ABV}’s relevant policies.
6. LEAVE
   1. {$PT2\_Contact\_FN} is entitled to 20 days of annual leave per year, prorated in proportion to the number of hours worked per week.
   2. In accordance with the relevant Modern Award, {$USR\_ABV} may request that {$PT2\_Contact\_FN} takes annual leave over periods when {$USR\_ABV} is closed or if {$PT2\_Contact\_FN} has an excessive amount of accumulated annual leave.
   3. {$PT2\_Contact\_FN} is entitled to take all public holidays without loss of pay. If {$PT2\_Contact\_FN} is required to work on a public holiday {$PT2\_Contact\_FN} will be granted the equivalent time off or pay as agreed with {$PT2\_Contact\_FN}‘s manager, or as otherwise provided for in the relevant Modern Award.
   4. {$PT2\_Contact\_FN} is entitled to personal leave, carers leave, compassionate leave, parental leave, community service leave, long service leave and unpaid leave in accordance with the Act or applicable Modern Award.
7. SOCIAL MEDIA AND NON-DISPARAGEMENT
   1. **Social Media.** {$PT2\_Contact\_FN} agrees that at all times during and after their employment, {$PT2\_Contact\_FN} will:
      1. update their LinkedIn profile to reflect their current employment status with {$USR\_ABV};
      2. refrain from posting any of {$USR\_ABV}’s business affairs on any social media channel without the prior written approval of {$USR\_ABV};
      3. refrain from making any negative comments about {$USR\_ABV}, its personnel or its customers on any social media channel; and
      4. promptly bring to {$USR\_ABV}'s attention any material on social media channels that is relevant to {$USR\_ABV} (such as negative comments).
   2. **Non-Disparagement.** {$PT2\_Contact\_FN} agrees that at all times during and after their employment, {$PT2\_Contact\_FN} will not:
      1. take any action that is intended, or would reasonably be expected, to harm {$USR\_ABV} or its reputation, or that would reasonably be expected to lead to unwanted or unfavourable publicity for {$USR\_ABV}; or
      2. make any negative comment about {$USR\_ABV}.
8. CONFIDENTIAL INFORMATION
   1. **Non-disclosure.** {$PT2\_Contact\_FN} must not at any time during or after the term of this Agreement use, copy or disclose any Confidential Information, unless:
      1. it is necessary for {$PT2\_Contact\_FN} to carry out their Duties, or otherwise comply with this Agreement;
      2. {$PT2\_Contact\_FN} is legally obliged to disclose the Confidential Information by a court, commission or tribunal, in which case {$PT2\_Contact\_FN} will as soon as possible give {$USR\_ABV} advance notice of the possibility of the disclosure; or
      3. {$USR\_ABV} has granted prior written consent.
   2. **Restricted dealings.** Subject to clause 9.1, {$PT2\_Contact\_FN} must not (nor permit anybody else to):
      1. seek to obtain Confidential Information to which {$PT2\_Contact\_FN} has not been granted access;
      2. remove any Confidential Information from {$USR\_ABV}’s premises, servers or computer systems; or
      3. make any copies of Confidential Information.
   3. **Uncertainty.** If there is any uncertainty as to whether particular information is Confidential Information, or whether the use or disclosure of particular information is permitted pursuant to clause 8, {$PT2\_Contact\_FN} must seek clarification from {$USR\_ABV}.
   4. **Obligations upon disclosure.** When {$PT2\_Contact\_FN} discloses Confidential Information in accordance with clause 9.1, {$PT2\_Contact\_FN} must ensure that whoever it is disclosed to is made aware of its confidential nature and do everything in {$PT2\_Contact\_FN}’s power to ensure that any person to whom it is disclosed does not use or disclose that information.
9. INTELLECTUAL PROPERTY
   1. **{$PT2\_Contact\_FN}’s IP** 
      1. For the purposes of this clause **{$PT2\_Contact\_FN}’s** **IP** means any Intellectual Property owned by {$PT2\_Contact\_FN} that exists prior to the Commencement Date, incorporated in any Material produced in the course of performing the Duties.
      2. {$USR\_ABV} acknowledges that {$PT2\_Contact\_FN} retains ownership of all of {$PT2\_Contact\_FN}’s IP.
      3. {$PT2\_Contact\_FN} grants {$USR\_ABV} a non-exclusive, perpetual, non-transferable, royalty-free and worldwide licence to use, for the purposes of its day to day business, the {$PT2\_Contact\_FN}’s IP to the extent that it is incorporated in any Material produced in the course of performing the Duties.
   2. **New IP** 
      1. For the purposes of this clause **New IP** means any Intellectual Property that is created by {$PT2\_Contact\_FN} in the course of performing their Duties.
      2. New IP is owned by {$USR\_ABV} and vests in {$USR\_ABV} immediately.
   3. **{$USR\_ABV}** **IP** 
      1. For the purposes of this clause **{$USR\_ABV} IP** means any Intellectual Property owned by {$USR\_ABV} and includes New IP.
      2. {$PT2\_Contact\_FN} acknowledges that {$USR\_ABV} retains ownership of all of {$USR\_ABV} IP.
      3. {$USR\_ABV} permits {$PT2\_Contact\_FN} to use such {$USR\_ABV} IP as may be necessary in order to perform their Duties. {$PT2\_Contact\_FN} must not use {$USR\_ABV} IP outside the scope of their employment or Duties.
   4. **Third Party IP.** {$PT2\_Contact\_FN} will not, during {$PT2\_Contact\_FN}’s employment, infringe any Intellectual Property of any third party nor give rise to any liability to make royalty or other payments to any third party.
   5. **Moral Rights.**
      1. To the extent permitted by law {$PT2\_Contact\_FN} unconditionally and irrevocably:
         1. consents to any act or omission by {$USR\_ABV}, its licensees, successors in title and anyone authorised by any of them, that would otherwise infringe any employee Moral Rights, whether occurring before or after this consent is given; and
         2. waives all claims of Moral Rights that {$PT2\_Contact\_FN} may have worldwide against {$USR\_ABV}, its licensees, successors in title and anyone authorised by any of them.
      2. {$PT2\_Contact\_FN} must not institute, maintain or support any claim or proceeding for infringement of any Moral Rights.
   6. **Assignment of IP.**
      1. {$PT2\_Contact\_FN} must do all things and sign all documents necessary to give effect to this clause 10, including without limitation doing anything necessary to enable {$USR\_ABV} to obtain or maintain registration, or to protect the rights, title and interests in any {$USR\_ABV} IP.
      2. If {$PT2\_Contact\_FN} does not immediately comply with clause 10.6(a), {$PT2\_Contact\_FN} authorises {$USR\_ABV} (or any persons authorised by {$USR\_ABV}) to do all things and execute all documents necessary on behalf of {$PT2\_Contact\_FN} to give effect to that clause.
10. PRIVACY
    1. While performing their Duties, {$PT2\_Contact\_FN} must comply with the Privacy Law and Privacy Policy.
    2. {$PT2\_Contact\_FN} must notify {$USR\_ABV} immediately on becoming aware of any breach (or potential breach) of the Privacy Law, including any breach of {$USR\_ABV}’s data containing personal information.
11. TERMINATION
    1. **Termination without notice.** {$USR\_ABV}may terminate the Agreement without notice if {$PT2\_Contact\_FN}:
       1. repetitiously or persistently breaches a provision of this Agreement (whether remedied or not);
       2. commits a breach of this Agreement that cannot be remedied;
       3. engages in fraud, dishonesty or other serious misconduct;
       4. is convicted of any criminal offence other than an offence which in the reasonable opinion of {$USR\_ABV} does not affect {$PT2\_Contact\_FN}'s position as an employee of {$USR\_ABV}; or
       5. becomes permanently incapacitated by reason of accident or illness and thereby unable to perform the inherent requirements of their position.
    2. **Termination with notice.**
       1. After the Probation Period, either party may terminate this Agreement by providing 4 weeks' notice in writing to the other party.
       2. If {$USR\_ABV} terminates this Agreement with notice, {$USR\_ABV} may:
          1. Require {$PT2\_Contact\_FN} to continue performing the Duties during the notice period; or
          2. Pay {$PT2\_Contact\_FN} in lieu of notice for any part of the notice period for which {$USR\_ABV} relieves {$PT2\_Contact\_FN} of their obligation to perform the Duties.
    3. **{$PT2\_Contact\_FN}’s** **obligations on termination.** Immediately upon the termination of this Agreement, or upon request at any time by {$USR\_ABV}**,** {$PT2\_Contact\_FN} must:
       1. report to {$USR\_ABV} promptly and fully with the information that it requires relating to the Duties and the employment of {$PT2\_Contact\_FN} pursuant to this Agreement;
       2. deliver to {$USR\_ABV} all records of Confidential Information in {$PT2\_Contact\_FN}’s possession, power or control which are physically capable of delivery;
       3. deliver to {$USR\_ABV} all{$USR\_ABV} Material in {$PT2\_Contact\_FN}’s possession, power or control which are physically capable of delivery; and
       4. permanently erase all records of Confidential Information from {$PT2\_Contact\_FN}’s physical records or electronic storage devices.
    4. **Return of property**.
       1. Upon termination or such earlier time requested by {$USR\_ABV}, {$PT2\_Contact\_FN} must return all {$USR\_ABV} property in their possession, or otherwise provided by {$USR\_ABV} throughout the Term.
       2. {$PT2\_Contact\_FN} acknowledges and agrees that {$USR\_ABV} may offset, to the extent allowed by the law, any remuneration or payment, against all monies owing to {$USR\_ABV} by {$PT2\_Contact\_FN} including but not limited to compensation for unreturned property belonging to {$USR\_ABV} and overpayment of wages.
    5. **No representations after termination.** After expiry, termination or assignment of the Agreement, {$PT2\_Contact\_FN} must not represent themself as being engaged by or affiliated with {$USR\_ABV}.
    6. **Survival.** The obligations in clauses 8, 9, 10, and 11 survive termination of the agreement set out in this Agreement.
12. GENERAL
    1. **Amendments.** This Agreement may only be amended by written agreement between all parties.
    2. **Assignment.** 
       1. {$PT2\_Contact\_FN} may not assign or otherwise create an interest in this Agreement.
       2. {$USR\_ABV} may assign or otherwise create an interest in its rights under this Agreement by giving written notice to {$PT2\_Contact\_FN}.
    3. **Counterparts.** This Agreement may be executed in any numbers of counterparts. All counterparts together make one instrument.
    4. **Special Conditions.** The parties may agree to any Special Conditions to this Agreement in writing.
    5. **Prevalence.**
       1. To the extent that the Role Description is inconsistent with the General Conditions, the Role Description will take precedence;
       2. To the extent that any Special Conditions are inconsistent with any other term of this Agreement, the Special Conditions will take precedence.
    6. **Entire Agreement.** 
       1. This Agreement supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
       2. To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference in this Agreement.
    7. **To the extent not excluded by law.** The rights, duties and remedies granted or imposed by this Agreement operate to the extent not excluded by law.
    8. **Governing law and jurisdiction** 
       1. The laws of {$REF\_State} in Australia govern this Agreement.
       2. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of {$REF\_State} and the Federal Court of Australia sitting in {$REF\_State}.
    9. **No waiver**
       1. The failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently.
       2. A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
       3. A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.
    10. **Severability.** A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.
    11. **When notice is given.** A notice, consent or communication delivered under this Agreement is given and received:
        1. If it is hand delivered:
           1. by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
           2. after 5.00 pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day – on the next Business Day;
        2. if it is sent by post:
           1. within Australia – 3 Business Days after posting; or
           2. to or from a place outside Australia - 7 Business Days after posting.
        3. If it is sent as an electronic communication, in accordance with the *Electronic Transactions Act 1999* (Cth), as set out in that Act.
    12. **Address for notice.** Notices must be sent to the party’s most recent known contact details.
    13. **Interpretation**.
        1. The singular includes the plural and the opposite also applies.
        2. If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
        3. A reference to a clause refers to clauses in this Agreement.
        4. A reference to legislation is to that legislation as amended, re‑enacted or replaced, and includes any subordinate legislation issued under it.
        5. Mentioning anything after *includes*, *including*, or similar expressions, does not limit anything else that might be included.
        6. A reference to a *party* to this Agreement or another agreement or document includes that party’s successors and permitted substitutes and assigns (and, where applicable, the party’s legal personal representatives).
        7. A reference to a *person*, *corporation*, *trust*, *partnership*, *unincorporated body* or other entity includes any of them.

{$DISPLAY\_NAME} {$DISPLAY\_EMAIL} {$Login\_ID}