**Schedule 3 Model contract of employment for statutory office holders**

(Rule 43)

**Contract of employment under section 39 of the *Government Sector Employment Act 2013***

**This contract of employment is made** on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

**Between**

THE GOVERNMENT OF NEW SOUTH WALES

**and**

[*Insert full name*] (the “Office Holder”)

[*This contract may constitute the Office Holder’s instrument of appointment if the Minister is authorised to make the appointment*]

**Parties**

1.1 This contract of employment is between the Office Holder and the Government of New South Wales.

**Appointment to office**

[*Include this provision if this contract constitutes the instrument of appointment*]

2.1 The Office Holder is appointed to the office described in Appendix A on [*insert date*] and the Office Holder’s employment under this contract commences on that date.

**Commencement of employment**

[*Include this provision if the Office Holder is appointed by a separate instrument of appointment*]

2.1 The employment of the Office Holder under this contract commences on the date the Office Holder is appointed to the office described in Appendix A.

**Definitions**

3.1 In this contract:

“GSE Act” means the *Government Sector Employment Act 2013*.

“GSE Regulation” means the *Government Sector Employment Regulation 2014*.

“GSE Rules” means the *Government Sector Employment (General) Rules 2014*.

“Minister” means the Minister administering the provisions of the Act under which the Office Holder is appointed.

3.2 Terms used in this contract that are defined in the GSE Act have the same meanings as they have in the GSE Act.

**Band**

4.1 The Office Holder is employed in Band [*specify band*].

**Office**

5.1 This contract applies to the office described in Appendix A.

5.2 The Office Holder must perform the duties and responsibilities of the office to which the Office Holder is appointed.

**Core values**

6.1 The Office Holder agrees to perform the duties and responsibilities of the office in accordance with the government sector core values under section 7 of the GSE Act.

**Term of appointment**

[*Include this provision if this contract constitutes the instrument of appointment*]

7.1 The Office Holder is appointed for [*specify term of office in accordance with the Act under which the person is appointed*], and the Office Holder’s employment under this contract is for that period, unless the Office Holder vacates office sooner in accordance with the Act under which the Office Holder is appointed or [*include only if the Act under which the Office Holder is appointed provides that the provisions of the GSE Act relating to the termination of employment of Public Service senior executives apply to the Office Holder*] the Office Holder’s employment is sooner terminated.

**Duration of employment**

[*Include this provision if the Office Holder is appointed by a separate instrument of appointment*]

7.1 The Office Holder is employed under this contract for the period of [*specify term of office in accordance with the Act under which the person is appointed*] unless the Office Holder vacates office sooner in accordance with the Act under which the Office Holder is appointed or [*include only if the Act under which the Office Holder is appointed provides that the provisions of the GSE Act relating to the termination of employment of Public Service senior executives apply to the Office Holder*] the Office Holder’s employment is sooner terminated.

**Total remuneration package and allowances**

8.1 The total remuneration package (comprising monetary remuneration and employment benefits) of the Office Holder is specified in Appendix B.

8.2 The Office Holder may elect from time to time to allocate the total remuneration package as between monetary remuneration and employment benefits in accordance with the GSE Act.

8.3 The Office Holder is entitled to the allowances specified in Appendix B and any allowances conferred under the GSE Act and the GSE Regulation.

8.4 The Minister may, subject to the GSE Act, vary the total remuneration package and allowances of the Office Holder from time to time.

**Progression**

9.1 The Office Holder’s total remuneration package may be increased within the range of remuneration applicable to the office. Any such increase is at the discretion of the Minister and is not an entitlement.

9.2 This clause does not limit the Minister’s power to increase or reduce the Office Holder’s total remuneration package in accordance with the GSE Act.

**Leave**

10.1 The Office Holder is entitled to leave in accordance with the provisions of the GSE Act, the GSE Regulation and the GSE Rules relating to leave. For that purpose, those provisions apply to the Office Holder as if a reference in any such provision to a Public Service senior executive included a reference to the Office Holder.

**Compensation for termination**

[**Note.** If the Office Holder is removed from office by the Governor under section 77 of the GSE Act, the Office Holder is entitled to compensation in accordance with section 78 of that Act.]

[*The following provisions are to be included only if the Act under which the Office Holder is appointed provides that the provisions of the GSE Act relating to the termination of employment of Public Service senior executives apply to the Office Holder*]

11.1 The Office Holder is entitled to the payment of compensation, on the termination of employment by the Minister, as determined by clause 39 of the GSE Regulation.

11.2 If the Office Holder’s employment is terminated with compensation, the Office Holder agrees that if the Office Holder is re-employed in the public sector (as referred to in section 41 of the GSE Act) within the period to which the compensation relates the Office Holder will repay the proportionate amount, as calculated in accordance with clause 39 of the GSE Regulation, before the commencement of that re-employment. This obligation continues even though the contract of employment is terminated.

**Resignation**

12.1 The Office Holder may resign by instrument in writing addressed to the Minister.

**Confidentiality**

[*The following provisions are mandatory to the extent that the contract must contain obligations relating to confidentiality. However, the following provisions may be substituted by a different set of obligations (that are not inconsistent with the following provisions) to suit the particular requirements of the statutory office concerned.*]

13.1 During his or her employment, the Office Holder will not disclose, without lawful authority, any confidential or secret information acquired as a consequence of the employment.

13.2 On termination of employment the Office Holder will not, without lawful authority, disclose or make [*commercial*] use of any confidential or secret information acquired by the Office Holder as a consequence of his or her employment.

**Intellectual property**

14.1 Subject to any written agreement to the contrary between the parties, all intellectual property developed by the Office Holder in the course of his or her employment is the sole property of the Minister.

**Variation**

15.1 This contract may only be varied in accordance with the GSE Act and this contract.

**APPENDICES**

**Appendix A—Office**

[*insert office to which appointed*]

**Appendix B—Remuneration package and allowances**

[*This Appendix may be substituted by the Minister*]

The total remuneration package of the Office Holder is [*insert $ value of package*], comprising [*insert components of remuneration package*]:

The Office Holder is entitled to allowances under the GSE Regulation and the following additional allowances [*insert any additional allowances*]:

**Signatures**

**The Minister**

Signed

Date

Name

pursuant to the GSE Act on behalf of the Government of NSW.

**The Office Holder**

Signed

Date

Name in full [*printed*]