**Deed of Release**

**Date**

This Deed of Release (**Deed**) is made on 2016.

Parties

1. **Federation University Australia** incorporated pursuant to the *Federation University Australia Act 2010* (ABN 51 818 692 256) of University Drive, Mt Helen, Victoria 3350 (**Federation University Australia**); and
2. [Employee name] of [Employee address] in the State of Victoria.

Background

1. [Employee name] is employed by Federation University Australia in the positon of [position].
2. [Employee name] has elected to accept Voluntary Early Retirement under Federation University Australia’s Voluntary Early Retirement Scheme (VERS).
3. An employment separation date of [separation date] has been mutually agreed between [Employee name] and Federation University Australia.

Operative provisions

1. **Payment**
   1. Federation University Australia will, upon receiving a properly executed copy of this Deed and within 21 days of the agreed separation date, pay [Employee name] the amount detailed on the attached estimate sheet at the final classification level (less taxation deductions) (**Payment**).
   2. The Payment will be made to [Employee name] by electronic funds transfer to [Employee name]’s nominated bank account.
   3. [Employee name] agrees and acknowledges that the obligations upon Federation University Australia to pay the Voluntary Early Retirement Scheme payments will not apply if, between the date of this Deed and the date of Separation [Employee name] engages in serious or wilful misconduct.
2. **Future Employment**
   1. [Employee name] agrees not to seek and or accept paid employment as a staff member, consultant or independent contractor for services from Federation University Australia, or any of its Related Entities during the period of three calendar years from the mutually agreed separation date.
3. **Warranties**

[Employee name] warrants that:

* + 1. [Employee name] enters into this Deed voluntarily;
    2. [Employee name] has had the opportunity to obtain legal advice as to the significance and effect of executing this Deed;
    3. [Employee name] understands the legal significance and effect of executing this Deed;
    4. Federation University Australia has not made any promise, representation or inducement or been party to any conduct, material to [Employee name] entering into this Deed, other than as set out in this Deed; and
    5. [Employee name] is aware that Federation University Australia is relying upon these warranties.

1. **Bar to Proceedings**

This Deed may be pleaded as a full and complete defence by Federation University Australia, including as a bar to any Claim commenced, continued or taken by or on behalf of [Employee name] in connection with any of the matters referred to in this Deed.

1. **General**
   1. This Deed contains the entire understanding of the parties about, and supersedes all previous communications on, the matters referred to or contained in this Deed.
   2. Each party acknowledges that, except as expressly stated in this Deed, he or it has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other parties in relation to any of the matters referred to or contained in this Deed.
   3. Each party to this Deed must, and, where relevant, must procure that its directors, employees, servants and agents will, execute and deliver all deeds, documents and instruments and do all acts and things as are necessary to give full effect to all of the agreements, arrangements and transactions contemplated by this Deed.
   4. Every clause and sub-clause of this Deed will, where the context permits, be severable from every other without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.
   5. A waiver by one party does not prejudice its right in respect of any subsequent breach of this Deed by the other party. A party does not waive its rights under this Deed because it grants an extension or other forbearance to the other party.
   6. This Deed may consist of a number of counterparts and if so, the counterparts taken together constitute one and the same Deed.
   7. This Deed cannot be amended or varied except in writing signed by the parties.
   8. A party cannot assign or otherwise transfer the benefit of this Deed without the prior written consent of each other party.
2. **Governing Law**

This Deed is governed by and is to be interpreted in accordance with the laws of the State of Victoria and each party submits to the exclusive jurisdiction of the State of Victoria.

**Executed** as a Deed

|  |  |
| --- | --- |
| Signed for and on behalf of **Federation University Australia** by  **Ms Deborah Walker, Director, Human Resources** its authorised officer in the presence of: | )  )  ) ………………….………………………………… ) *(Signature)* |
| ………………………………………….………… *(Name of witness)*  ……………………………………….…………… *(Signature of witness)* |  |

|  |  |
| --- | --- |
| Signed by **[Employee Name]** in the presence of: | )  ) …………………….……………………………… ) *(Signature)* |
| …………………….……………………………… *(Name of witness)*  ………………………………………….………… *(Signature of witness)* |  |