



- (c) subject to sub-clauses 1(b) and 2(e), and to receipt of the separation payment, releases and forever discharges the Crown and its servants or agents from all claims, suits, actions, causes of action and other demands whatsoever which the Releasor or any persons claiming through the Releasor or under statute or otherwise now has or any time hereafter but for the execution of this Deed might have had against the Crown its servants or agents in respect of or in any way arising out of or in connection with the said employment or its termination.
- (d) subject to sub-clauses 1(b) and 2(e), and to receipt of the separation payment, agrees to indemnify and at all times hereafter to keep effectually indemnified the Crown and its servants or agents against all such claims, suits, actions, causes of action and other demands as aforesaid which may be brought or made by any person claiming through or on behalf of the Releasor or his/her estate.
- (e) does not hereby release or discharge the Crown from any liability which has arisen or may arise in connection with the said employment to -
- (i) pay workers' compensation or pay damages for personal injuries at common law; or
  - (ii) make good the underpayment of wages, salaries or other entitlements.
- (f) except in respect of work authorised in writing by the Secretary, Department of Premier and Cabinet either generally or in the particular case, undertakes not to become an employee or officer of and not to directly or indirectly provide consultancy services to the Crown in right of the State of Tasmania for a period of *(insert exclusion period calculated to the nearest half year –refer to VTESA guidelines “Future Employment with the State Government”)* years from the date of cessation of employment with the Crown as specified in sub-clause 2(a) of this Deed, and that for this purpose the expression " the Crown in right of the State of Tasmania" shall be taken as including, without limitation, the following persons or bodies-

- Minister administering the *State Service Act 2000*

- His Excellency the Governor
  - Speaker of the House of Assembly
  - President of the Legislative Council
  - North West Regional Water Authority
  - Commissioner of Police
  - Port Arthur Historic Site Management Authority
  - Hydro Electric Commission
  - Aurora Energy Pty Ltd
  - Transend Networks
  - Tasmanian Public Finance Corporation
  - TOTE Tasmania
  - A company formed under section 5 of the TT-Line Arrangements Act 1993
  - Forestry Tasmania
- (g) agrees that in the event that he breaches sub-clause (f) the employment or consultancy then occurring can be terminated without notice and that he will be liable to pay damages to the Crown in respect of that breach, unless any such damages are waived in writing by the Secretary, Department of Premier and Cabinet.
- (h) agrees that any damages payable under sub-clause (g) are to be calculated according to the following formula-

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$$A = \frac{B \times C}{D}$$

Where-

A= the damages payable

B= the total of the separation payment **and** any part of any lump sum which is paid to the Releasor under Regulations 48 or 54 of the Retirement Benefits Regulations 2005 upon the execution of this deed which is additional to the Releasor's contributions to the Retirement Benefits Fund and interest thereon.

C= the unexpired portion of the period referred to in sub-clause (f), in months

D= the period referred to in sub-clause (f), in months

**IN WITNESS** whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED  
by the Releasor in the  
presence of:

SIGNED SEALED AND DELIVERED  
by \_\_\_\_\_ for  
and on behalf of the Crown in  
Right of the State of Tasmania  
in the presence of:

TASMANIAN STAMP DUTY PAID  
LICENCE NUMBER 250-0032-1

Agency: \_\_\_\_\_

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