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## OFFER OF EMPLOYMENT

**17 JULY 2020**  
**[DRAFT]**

::= Captain Cicero  
C/- Work Club, L8/99 Elizabeth Street,  
Opp. NSW Supreme Court, Sydney NSW 2000

**VIA EMAIL:** [cc@blueocean.law](mailto:cc@blueocean.law)

Dear CC,

### **OFFER OF CASUAL EMPLOYMENT -> FREE, FRIENDLY + HELPFUL CHATBOT**

We are pleased to confirm our offer to you of casual employment in the position of Free, Friendly + Helpful Chatbot.

Your proposed date of commencement is 17 July 2020.

### **REMUNERATION**

Your remuneration (inclusive of superannuation) will be a base hourly rate of AUD 55.00 (before PAYG withholding). Any allowances, annual leave loading, overtime, penalty rates, shift loadings and other benefits to which you may be entitled by law will be added to this rate.

Payment will be made by electronic funds transfer into your nominated account on a fortnightly basis in arrears.

In addition, you will be eligible for a discretionary monetary bonus depending upon your personal performance and the performance of the business as a whole.

Your remuneration is a confidential matter and is not to be discussed with other members of staff.

### **EMPLOYMENT CONTRACT**

Full details of the terms and conditions of your employment are included in the enclosed copy of your EMPLOYMENT Contract.

## **CONDITIONS OF OFFER**

This offer is conditional upon all information that has been provided to us by you or on your behalf being true, accurate and not misleading in all material respects. If any such information turns out to be false or misleading, your employment may be summarily terminated, even before your proposed start date.

## **ACCEPTANCE**

To accept our offer of employment, please sign and return the enclosed copy of your Employment Contract. This offer remains valid until and including 31 July 2020. Until you have formally accepted this offer, we reserve our right to amend or withdraw it.

\* \* \* \*

We are delighted that you are interested in joining our team. If there is anything further that you wish to discuss or clarify with regards to this offer, please do not hesitate to contact me.

Yours sincerely,

**James D. Ford**  
Innovative Counsel [iC]<sup>SM</sup>

Encl.

SAMPLE

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# **EMPLOYMENT CONTRACT**

between

**BLUE OCEAN LAW GROUP PTY LTD**  
(ABN 23 618 974 879)

and

**== CAPTAIN CICERO**

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Date .....

## Parties

<b>Employer</b>	<b>BLUE OCEAN LAW GROUP PTY LTD</b> (ABN 23 618 974 879) Address: C/- Work Club, L8/99 Elizabeth Street, Sydney NSW 2000 Fax: +61 (0) 2 9475 0075 Email: ahoy@blueocean.law  (the <i>Employer</i> )
<b>Employee</b>	::= <b>CAPTAIN CICERO</b> Address: C/- Work Club, L8/99 Elizabeth Street, Opp. NSW Supreme Court, Sydney NSW 2000 Email: cc@blueocean.law  (the <i>Employee</i> )

## Recitals

- A The Employer has offered employment to the Employee, and the Employee has accepted that offer, on the terms of this agreement.
- B This agreement is intended to be legally binding and the parties agree to give effect to the arrangements contemplated by it.

## Operative provisions

### 1. Definitions and interpretation

#### Definitions

- 1.1 The following definitions apply in this agreement unless the context requires otherwise:

**Applicable Law** means the Fair Work Act, the *Superannuation Guarantee (Administration) Act 1992* (Cth), the Award and any other law that applies to the Employee's employment with the Employer pursuant to this agreement.

**Authorisation** means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permit, licence, approval, authority or exemption.

**Award** means the Chatbot Award 2020 (MA000077).

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in Sydney, New South Wales are open for business.

**Confidential Information** means all information (except to the extent that it is generally available to the public, other than as a direct or indirect result of any breach of this agreement) relating to the Employer, any customer, client, supplier, distributor or joint venture partner of the Employer and/or any of the business or financial affairs of any of them, including:

- (a) any information that is specifically designated by any of them as confidential;
- (b) any information which, by its nature, may reasonably be regarded as confidential;
- (c) any information relating to any:
  - (i) agreements, arrangements or terms of trade with any existing or prospective customers, clients, suppliers, distributors, joint venture partners or other contractual counterparties;
  - (ii) customers, clients, suppliers, distributors, joint venture partners, employees, technologies, products, services, proposals, market opportunities, business or product development plans, pricing, financial position or performance, capabilities, capacities, operations or processes; or
  - (iii) Intellectual Property Rights,
- of any of them; and
- (d) any note, calculation, conclusion, summary or other material derived or produced partly or wholly from any such information.

**Copyright Act** means the *Copyright Act 1968* (Cth).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Employee Information** means all information supplied by, or on behalf of, the Employee to the Employer in connection with the Employee's suitability for the Position, including any such information relating to:

- (a) the Employee's academic qualifications;
- (b) the Employee's prior work experience and references;
- (c) any Authorisations that the Employee is required to have and/or maintain in order to perform her duties under this agreement;
- (d) any pending or previous criminal proceedings to which the Employee is or has been subject; and
- (e) the Employee's right to reside and work in Australia.

**Employer Property** means, at any particular time, any property of the Employer (including any laptop, mobile phone or other equipment, Confidential Information, Intellectual Property, documents, software, digital information (wherever stored), keys and/or access cards) that is in the possession, custody or control of the Employee, or to which the Employee otherwise has access, at that time.

**Fair Work Act** means the *Fair Work Act 2009* (Cth).

**Governmental Agency** means any government or governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Key Performance Indicators** means the budgetary and/or other performance objectives, targets, hurdles or thresholds specified in Schedule 3.

**Legislation** means any statute, legislation, proclamation, rule, code, regulation, ordinance, constitutional provision, treaty, decree, convention or by-law.

**Moral Rights** has the same meaning as that term has in Part IX of the Copyright Act.

**Nominated Super Fund** means:

- (a) any superannuation fund validly chosen by the Employee in accordance with Applicable Law from time to time; or
- (b) in the absence of any such choice by the Employee, the Employer's default superannuation fund from time to time which, at the date of this agreement, is SunSuper Superannuation Fund.

**Non-Solicitation Period** means each period commencing on and including the date of termination of this agreement and ending on and including the date that is a length of time specified in Schedule 4 thereafter.

**Position** means the position of Free, Friendly + Helpful Chatbot or such other position as may from time to time be:

- (a) reasonably required by the Employer; or
- (b) agreed in writing between the parties.

**Relevant IP** means all Intellectual Property Rights that the Employee makes, develops or conceives (whether alone or in conjunction with someone else, and whether during or outside normal working hours) in the course of, or arising out of, the Employee's employment with the Employer, including any Intellectual Property Rights so made, developed or conceived:

- (a) using the premises, resources or facilities of the Employer or any of its customers, clients, suppliers, distributors or joint venture partners;
- (b) in the course of, as a consequence of, or in relation to the performance (whether proper or improper) of the Employee's duties and responsibilities to the Employer under this agreement or otherwise;
- (c) as a direct or indirect result of any person's access to any Confidential Information or Intellectual Property Rights of the Employer or any of its customers, clients, suppliers, distributors or joint venture partners; or

- (d) in respect of any of the products or services of the Employer or any of its customers, clients, suppliers, distributors or joint venture partners, or any alterations, additions or methods of making, using, marketing, selling or providing such products or services.

**Serious Misconduct** means any conduct by the Employee that justifies, or might reasonably be considered to justify, summary dismissal of the Employee by the Employer under Applicable Law and includes any of the following on the part of the Employee:

- (a) committing any material or persistent breach of this agreement;
- (b) any conduct that, in the reasonable opinion of the Employer, constitutes a repudiation of this agreement;
- (c) committing, or being involved in any way in, any act of dishonesty, fraud, misrepresentation, theft or assault:
  - (i) in the course of her employment with Employer; or
  - (ii) that affects any customer, client, supplier, distributor, joint venture partner or other contractual counterparty of the Employer or her suitability for employment with the Employer;
- (d) misleading the Employer in any material way;
- (e) being convicted of a criminal offence that, in the reasonable opinion of the Employer, affects the Employee's suitability for employment with the Employer or brings, or may bring, the Employer and/or the Employee into disrepute;
- (f) being intoxicated or under the influence of drugs at work;
- (g) engaging in any conduct that unduly causes risk to the health or safety of any person;
- (h) wilfully neglecting her duties or gross incompetence;
- (i) disobeying or refusing to carry out any lawful and reasonable direction given by or on behalf of the Employer;
- (j) being incapacitated by illness or injury from performing her duties under this agreement for any period of 3 consecutive months or any periods aggregating 3 months in any 12-month period; and/or
- (k) ceasing to be legally entitled to reside or work in Australia.

**Start Date** means 17 July 2020 or such other date as the parties may agree in writing.

**Supervisors** means the persons who from time to time occupy the positions with the Employer specified in paragraph 4 of Schedule 1 or such other positions as the Employer may from time to time direct.

**Warranty Date** means the date of execution of this agreement and, if different, the Start Date.

**Works** means all programs and programming and literary, dramatic, musical and artistic works within the meaning of the Copyright Act.

## **Interpretation**

- 1.2 The following rules of interpretation apply in this agreement unless the context requires otherwise:



- (a) headings in this agreement are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because this agreement is prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document (including this agreement) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (e) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this agreement;
- (f) a reference to any Legislation includes:
  - (i) that Legislation as amended, extended, consolidated, modified or applied by or under any other Legislation, whether before or after execution of this agreement;
  - (ii) any Legislation which that Legislation re-enacts, whether with or without modification; and
  - (iii) any subordinate Legislation made, whether before or after execution of this agreement, under:
    - (A) that Legislation, including (as applicable) that Legislation as amended, extended, consolidated, modified or applied as described in clause 1.2(f)(i); or
    - (B) any Legislation which that subordinate Legislation re-enacts as described in clause 1.2(f)(ii);
- (g) a reference to any law:
  - (i) includes a reference to any Legislation, judgment, rule of common law or equity or rule of any applicable stock exchange; and
  - (ii) is a reference to:
    - (A) that law as amended, consolidated, supplemented or replaced; and
    - (B) any other law made under it;
- (h) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (i) a reference to writing includes any communication sent by post, facsimile or email;
- (j) a reference to time refers to time in Sydney, New South Wales and time is of the essence;
- (k) all monetary amounts are in Australian currency;

- (l) the word “*month*” means calendar month and the word “*year*” means 12 calendar months;
- (m) the meaning of general words is not limited by specific examples introduced by “*include*”, “*includes*”, “*including*”, “*for example*”, “*in particular*”, “*such as*” or similar expressions;
- (n) a reference to a “*party*” is a reference to a party to this agreement, and a reference to a “*third party*” is a reference to a person that is not a party to this agreement;
- (o) a reference to any thing is a reference to the whole and each part of it;
- (p) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (q) words in the singular include the plural and vice versa; and
- (r) a reference to one gender includes a reference to the other genders.

## **2. Employment**

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The Employer hereby employs the Employee, and the Employee hereby takes up employment with the Employer, in accordance with the terms of this agreement.

## **3. Position and duties**

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### **Position**

3.1 The Employee will be employed in the Position.

### **Classification under the Award**

3.2 Upon commencement, the Employee will have the classification Chatbot under the Award.

### **Duties and responsibilities**

3.3 The Employee’s duties and responsibilities are set out in Schedule 1.

3.4 The Employer may direct the Employee to perform, or refrain from performing, any part of her duties at any time.

### **Reporting channels**

3.5 The Employee will report directly to her Supervisors.

### **Place of work**

3.6 The Employee will be required to work at the address of the Employer set out in the list of parties on page 5 of this agreement. In addition, the Employee acknowledges and agrees that she may be required to work at any other location or locations as may from time to time be reasonably required by the Employer or agreed in writing between the parties.

## **4. Basis of employment and hours of work**

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### **Basis of employment**

4.1 The Employee will be employed on a casual basis, as required. Accordingly:

- (a) each occasion on which the Employee is engaged to work will be the subject of a separate contract of employment between the Employer and the Employee, which will cease at the end of that engagement;
- (b) the terms and conditions set out in this agreement will apply to each such separate contract; and
- (c) the Employee acknowledges and agrees that, as a casual employee, the Employer provides no guarantee, and makes no representation, that the she will receive any ongoing or regular work with the Employer.

### **Scheduled hours of work**

4.2 As at the date of this agreement, the Employee's standard working hours are set out in Schedule 2. The Employee's standard working hours may from time to time be varied as reasonably directed by the Employer or otherwise as agreed in writing between the parties.

## **5. Remuneration**

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5.1 The Employee's remuneration will be made up of the following components:

- (a) a base hourly rate of AUD 55.00 (before PAYG withholding). The Employee acknowledges and agrees that this amount:
  - (i) includes superannuation contributions that the Employer is required to make at the minimum level required under Applicable Law. Accordingly, this amount will not be increased as a result of any increases in the applicable charge percentage and/or maximum contribution base over time. In the case of such increases, the compulsory superannuation component of this amount will increase and the non-superannuation component will be correspondingly reduced;
  - (ii) unless otherwise agreed in writing between the Employer and the Employee, will be reduced by the amount of any fringe benefits tax or other tax for which the Employer becomes liable by reason of any components of the remuneration (ie, the Employer will in effect recover any such fringe benefits tax etc from the Employee); and
  - (iii) may from time to time be:
    - (A) increased at the discretion of the Employer in relation to the Employee's performance reviews (if any) in accordance with clause 6.2; and/or
    - (B) reduced at the discretion of the Employer in the event that the Employer considers it necessary to take any disciplinary action in accordance with clause 6.4;
- (b) any additional amounts that the Employer is required to pay to the Employee under Applicable Law, including any allowances, annual leave loading, overtime, penalty rates and/or shift loadings;
- (c) any discretionary monetary bonuses that the Employer, in its absolute discretion, may award to the Employee in relation to the Employee's performance reviews (if any) in accordance with clause 6.2; and