AGREEMENT ON TRAINING

**Preamble**

COMPANY prides itself on being a knowledge-based company with strong intellectual property (IP). To maintain our IP edge in the industry, we continuously train our staff with relevant and leading-edge in house and external training and technology updates. The engineer in COMPANY on whom training is invested, maintains their professional relevance and marketability to COMPANY, along with other Building Automation and System Integrators in the industry.

In return for the significant training investment that is imbued on each employee, the employee is required to contribute to COMPANY for a minimum employment period after training is completed. This minimum employment continuity is easily fulfilled as the majority of our engineers stay employed within COMPANY for many years.

It would be a poor outcome if an employee leaves COMPANY very soon after training is completed, and joins a competitor and contributes with their newly acquired knowledge, or even wastes the training investment by joining a completely different industry. To deter such an outcome, COMPANY imposes a requirement for the employee to pay the Company for the training costs incurred, if the employee does not fulfill the minimum employment period after training is completed.

### Agreement

This agreement captures the training details and the obligations of the employee.

1. Agreement date: 27/02/2017

2. Agreement between: **COMPANY**

and

Click here to enter text. of Click here to enter text., the State of Choose an item. (“*the Employee*”)

3. Details of Training:

1. Course: Click here to enter text.
2. Course Duration: Click here to enter a date. To Click here to enter a date.
3. Training Cost: (see Schedule 1 for breakdown)
4. The Employee may not, without the prior written consent of the Company, directly or indirectly, utilise the qualification and/or certification obtained by completing the training course in carrying out work for any business the same as or similar to or competitive with the business of the Company, in Australia.
5. A condition of this training is that you agree to complete both the theory and practical components of this course, where applicable. Other than reasons which are considered acceptable to COMPANY, failure to complete a component of this course will result in the requirement to immediately repay the costs as outlined in Schedule 1 of this Agreement.

4. Obligations of staff to contribute to the Company after training is completed: “The “Training Utilisation Period” (TUP) is as follows:

1. TUP Duration : Click here to enter text.months
2. Commencement of TUP : Upon completion of the above course

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1. Where the Employee is already serving another TUP, this new TUP shall run concurrently with the duration of the other TUPs
2. If the Employee resigns or willfully contributes to his termination of service during the training period or during the TUP, he agrees to pay COMPANY the training costs incurred on him/her as detailed in Section 3C above, prorated in accordance with the period of employment during the respective periods, as explained in Annex A. It is noted and understood that:
   1. In the event which the repayment of training cost incurred, the employee agrees that the recovery of training cost will be deducted by the employer from his final pay. The employee also agrees that if the owing amount was greater than his final pay, he must pay the remained training cost by agreed repayment plan;

and

* 1. There shall be no recovery of training costs from the Employee in the event of the Company’s retrenchment of the Employee or termination by convenience by the Company (i.e. where the Employee did not willfully contribute to his termination as assessed by the Company).

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| On Behalf of COMPANY | | | |  |  |
|  |  |  |  |  |  |
| Signature | : |  | Signature | : |  |
|  |  |  |  |  |  |
| Name | : |  | Name | : | Click here to enter text. |
|  |  |  |  |  |  |
| Designation | : |  | Designation | : | Click here to enter text. |
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| Date | : | Click here to enter a date. | Date | : | Click here to enter a date. |
|  |  |  |  |  |  |

5. Governing Law for this Agreement: Australian Law

# Annex A

# Training Costs Payable by Employee to COMPANY after commencement of the TUP

**Cost of Training**

**Cost Payable by Employee**

**=**

**X**

TUP less Number of Months Completed after commencement of TUP

**TUP**

**$**

*Example:*

*Cost of Training : $10,000*

*TUP : 24 months*

*Employment since commencement of TUP : 10 months*

*(Employee resigns after 10 months)*

*Costs Payable by Employee:*

24 – 10 = 14

14/ 24 = 0.5833

$10,000 \* 0.5833 = $5,833.00

***Schedule 1***

*Name:* Click here to enter text.

*Course:* Click here to enter text.

*Date:* Click here to enter a date. *to* Click here to enter a date.

Approximate Cost of Training:

i) Course Cost AUD$

ii) Airfares AUD$

iii) Accommodation AUD$

iv) Daily Allowance – XX days AUD$

Total AUD$