

CONTRACT OF EMPLOYMENT

This contract, executed on the ____ day of the _____ month of the year ____, is entered into by: _____(hereinafter referred to as “the Employer”) and _____ (hereinafter referred to as “the Employee”). WHEREAS both the Employee and the Employer intend to establish an employment agreement outlining the terms and conditions of employment; NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby acknowledge and agree as follows:

1. Term of Employment

The Employee’s employment will begin on the date of this agreement and will continue indefinitely until terminated in accordance with the terms outlined in this agreement.

2. Probation

The parties agree that the first six (6) months of this agreement will be considered a “Probationary” period for the following reasons:

a. The Employer will have the opportunity to evaluate the Employee’s performance, attitude, skills, and other relevant employment attributes;

- b. The Employee will have the chance to familiarize themselves with the Employer and the role;
- c. Either party may terminate the employment during these six months by providing seven days' notice with a valid reason. In such a case, neither party will have any continuing obligations, financial or otherwise.

3. Compensation and Benefits

In return for the services to be rendered, the Employee will receive a basic salary of Nu. _____ per month/week, subject to applicable statutory deductions, for the duration of their employment.

Additionally, the Employee will be entitled to benefits in line with the Employer's standard benefit package, which may be amended from time to time.

4. Duties and Responsibilities

The Employee will be employed in the role of _____, with the current duties and responsibilities outlined in Annexure "A," which is attached to and forms part of this agreement. These duties and responsibilities may be modified at the Employer's sole discretion, provided that formal notification of any changes is given to the Employee.

5. Termination of Employment

Once the probationary period mentioned in paragraph 2 is completed, the Employer may terminate the Employee's employment at any time:

a. For just cause under common law, in which case the Employee will not be entitled to prior notice or compensation in lieu of notice;

b. Either the Employee or Employer may terminate the employment by providing at least seven days' notice for a probationer, and one month's notice for others, or by offering payment in lieu of notice.

Termination and entitlements will be governed by the Labour and Employment Act, 2007, its regulations, and the applicable laws of the jurisdiction.

6. Confidentiality

The Employee acknowledges that, in carrying out his duties under this agreement, he may have access to and be entrusted with confidential information regarding the current and future financial position and activities of the Employer. Disclosing such confidential information to the Employer's competitors would cause significant harm to the Employer's interests. The Employee further agrees that the Employer's right to maintain the confidentiality of this information is a proprietary right that must be protected. Therefore, the Employee agrees not to disclose any such confidential information to any individual, business, or organization during the term of this agreement, nor use it except as necessary in the course

of his duties. After the agreement ends, the Employee will not disclose or make use of the information.

7. Assignment (Transfer of Contract of Employment)

With the employee's consent, the Employer may assign this agreement to any successor employer, and it will remain binding upon the successor employer. The Employer will ensure that the successor employer honors the terms of this agreement as if they were the original party. The Employee, however, may not assign this agreement.

8. Severability

Each section of this agreement shall remain distinct, independent, and separable from all other sections, unless the context specifies otherwise. A determination that one or more sections are invalid or void shall not affect the validity of the other sections of this agreement.

9. Working Conditions

S. No.	Privileges	Rules	Remarks
1	Working	8 hours a day	Minimum of 1.5 times

	hours and intervals	(Excluding meal intervals)	at the rate of daily wage (10 PM to 8 AM the following morning). One day rest period after six days of work.
2	Leave	Casual Leave:____ Sick Leave:____ Annual Leave:____ Maternity/Paternity Leave:____	The leave provided must at a minimum be provided as prescribed by the Regulations on leave
3	Public holidays	Minimum __ Days	Excluding other leave entitlements (Casual, annual, sick leaves, etc.) Both parties may agree to substitute one public holiday for another public holiday
4	Provident fund		Contribution of minimum of (____ %) but must be above the minimum ceiling and

			eligibility shall be governed by the regulations on Provident Fund
5	Gratuity		Eligible after completion of () years of continuous employment. Shall be calculated on the last basic salary multiplied by the number of years of service.
6	OHS Equipment	All Personal Protective Equipment (PPE) required for the occupation shall be provided free of cost by the employers and shall be governed by the regulations in force.	

10. Notice

Any notice required under this agreement will be considered properly given if delivered in person or sent via pre-paid registered mail as outlined below:

a. to the Employee: [address]

b. to the Employer: [address]

And if sent via registered mail, it will be considered received 5 working days after the date of mailing, assuming uninterrupted postal service. Either party may change its notice address at any time by notifying the other party in accordance with the terms of this agreement.

11. Modification

Any amendment to this Agreement or any extra obligation undertaken by either party in relation to it shall be enforceable only if set forth in writing and signed by both parties or their duly authorized representatives.

12. Indemnification

The Employee agrees to hold the Employer harmless from any costs, including payments made for judgments, legal fees, environmental penalties and fines, and amounts paid in settlement (whether before or after a lawsuit is initiated), incurred by the Employer in connection with defending or settling any claim, action, lawsuit, or proceeding in which the Employee is involved or which may be brought against the Employee due to their employment or the execution of duties under this Agreement. This indemnity shall be in addition to any other rights to which the indemnified parties may be entitled under any law, by law, agreement, or other provisions.

13. Interpretation of Agreement

This agreement will be governed by the Labour and Employment Act, 2007, along with its Regulations, in terms of its validity, interpretation, construction, and performance. The agreement will be interpreted with any necessary modifications to gender and number, as required by the context, and will be binding on and benefit the successors and assigns of the parties involved. IN WITNESS WHEREOF, the parties have signed this agreement on the ___ day of ___ month, ___ year, and will each keep an original copy of the agreement.

(Affix legal stamp)	(Affix legal stamp)
----- (Employee) Name: -----	----- (The Employer) Represented By: Designation: -----

a. Job Responsibilities of -----

- i.
- ii.
- iii.

iv.

v.

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