**[Date]**

[Staff Name],

[Job Title],

[Address]

**Employment Contract**

Dear [Name],

With reference to our recent discussions, it gives me great pleasure to extend an offer of employment to you.

Please find attached our Employment Contract for your review and signature.

This offer is valid for seven (7) days from the date you received our offer.

**Job Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Type:** Full Time

**Salary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Start Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please advise your anticipated start date when you have tendered your resignation.

Your employment is subject to the terms and conditions identified in the attached Employment Contract, the Ministry of Labor Contract

If you require any clarification please do not hesitate to contact HR department.

We very much look forward to welcoming you as a member and offer you a long and successful career with our company.

Yours sincerely,

**[HR Director Name]**

[Company Name]

This Contract is made on **[Date]**

**BETWEEN:**

[Company Name], a company incorporated in the [location] with registered number \_\_\_\_\_\_\_\_\_\_, referred to as (the “Company”)

**AND**

[Staff Name] holder of passport number\_\_\_\_\_\_\_\_\_\_\_\_ of [Nationality], referred to as (the “Employee”).

Hereinafter collectively referred to as the “**Parties**” or individually as “**Party**”.

**AND WHEREAS** the Company wishes to offer the Employee employment on the following terms and conditions together with the Standard Terms and Conditions of Employment (the “**Terms**”) as stated in Schedule A, Schedule B and the Ministry Of Labour (“MOL”) Contract (defined below) (together the “**Contract**”):

**Preliminary matters**

For the purposes of legal compliance, the Employee will be required to enter into a short form contract required by the Ministry of Labour which shall be governed by the applicable laws (the “**MOL Contract**”).

This Contract sets out the supplemental terms that shall apply during the Employee’s employment with the Company and it should be read in conjunction with the MOL Contract.

This Contract together with the MOL Contract and any documents referred to in either document sets out the whole agreement between the Parties relating to the Employee’s appointment and cancels all previous agreements, representations and arrangements in connection with the Employee’s employment.

**Job Title and Description**

The Employee will be employed in the position of\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reporting to:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Joining Date**

The Employee’s employment will commence the first day of attendance at which the Employee, after completing all labour licensing and other requirements, is advised by the Company to present themselves for work. The expected date of commencement of this employment is at the earliest subject to successful completion of employment visa formalities.

**Probationary Period:**

During the first six (6) months of employment, the Employee will be on probation during which time the Employee’s employment may be terminated either by the Employee or the Company without notice (the “**Probation Period**”).

**Remuneration**

The Employee shall be paid a monthly remuneration of \_\_\_\_\_\_\_\_\_\_\_\_\_ per month, which is comprised of the following amounts:

|  |  |
| --- | --- |
| **Allowance** | **Amount** |
| Basic Salary |  |
| Housing allowance: |  |
| Transport allowance |  |
| **Total** |  |

The “**Remuneration**”.

Employees will be paid by the end of each month

**Working Hours and Place of Work**

48 Hours are expected to be worked on a weekly basis. The Employee is required to work at the Company’s premises in \_\_\_\_\_\_\_\_\_ or at other locations within \_\_\_\_\_\_\_\_ as notified to the Employee from time to time. The Employee agrees to travel on Company business as may be required for the proper performance of the Employees duties under this Contract.

**Overtime Pay:**

The Employee hereby acknowledges that the Employee is in a managerial position and the Employee shall not receive further remuneration in respect of overtime hours worked.

**Annual Leave**

Annual Leave is credited/accrued at the beginning of the calendar year/or first day of employment. The Employee shall be entitled to 30 calendar days’ leave per annum to be calculated on a pro-rated basis where the Employee commences/leaves employment part way through the annual leave year.

Leave may be taken only after six (6) months of joining the company, any leave taken within six (6) months of joining will be unpaid leave.

In addition, the Employee shall be entitled to national holidays as declared for the private sector by the government, or days in lieu where the Company requires the Employee to work on such national holidays.

Remuneration for annual leave shall be paid as per Company’s policy.

**Educational Leave**

6 Paid Leaves (Business Days) per calendar year

**Health Insurance**

The employee will be entitled to health insurance for self.

**Duration, Notice, Termination and Non-compete**

The term of this Contract shall be unlimited and the Employee shall be a full time employee. After the Probationary Period, each Party may terminate this Contract by providing 30 Days written notice of intention to terminate the Contract to the other Party. Upon termination, the Employee agrees to be bound by the provisions stated in clause 11 of Schedule A relating to the Employee’s Post Termination Restrictions. Should the Employee violate this clause the Employee undertakes to pay liquidated damages and compensation in the amount representing a multiple of up to 24 months gross Remuneration and any discretionary bonus received by the Employee in the Employees final year of employment prior to the termination thereof.

**Standard Terms and Conditions of Employment**

The Terms at Schedule A are incorporated by reference into this Contract.

The Contract is subject to receipt of satisfactory references, you being found medically fit for employment and your application for residence visa and work permit being accepted by the authorities.

The employment is confirmed in writing only after satisfactory completion of the Probation Period.

You will not be permitted to work anywhere else on part-time / full-time basis or seek any other employment, so long as you remain an employee of the organization.

You will abide by all the rules and regulations of the Organization, which shall be modified /changed by the Management from time to time.

IN WITNESS WHEREOF the Parties have caused this Contract to be executed as of the date written above.

[CEO Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and behalf of **[Company Name]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I have read, understood and accepted the terms and conditions of this Contract and Annexure.**

**Next steps.**

Please sign, print and scan your signed contract

**What is your estimated joining date after your notice period?**

Day:

Month:

Year:

Send your signed contract and copies of the following to **[email id]**

1. Passport Coloured copy
2. Photograph (jpeg) High Resolution
3. Educational Certificate Copies.
4. Certificate of good standing (if applicable)

**As soon as your signed contract is received, we will call you to discuss our on-boarding and licencing process.**

**SCHEDULE A**

**STANDARD TERMS AND CONDITIONS OF EMPLOYMENT**

* + 1. **TERMS OF EMPLOYMENT**
       1. Any aspect of the employment relationship which is not dealt with herein, shall be governed by and construed in accordance with the Federal Labour Law as amended from time to time (the “**Labour Law**”), and any regulations applicable in the Employee’s place of work.
       2. Any references to the Company shall also include references to Associated Company as the context may require. For the purposes of the Contract, Associate Company shall mean any company, employee, partnership or other entity controlled by, or controlling, or in common control with, the Company or its parent.
    2. **EMPLOYEE DUTIES**
       1. The Employee shall during the term of this Contract serve the Company to the best of the Employee’s ability in the position stated above or any other capacity as may be determined by the Company.
       2. For the term of this Contract, the Employee acknowledges that the Employee shall be employed solely by the Company.
       3. The Employee shall devote the Employee’s full-time attention and abilities to the Employee’s duties and shall act in the best interests of the Company at all times. The Employee shall not be in any way directly or indirectly concerned, engaged, or interested in any other business activity whether on the Employee’s own behalf, or on behalf of others, without the prior written consent of the Company.
       4. The Employee shall faithfully and diligently perform such duties and exercise such powers consistent with them as the Company may from time to time properly assign to or confer upon the Employee.
       5. The Employee shall at all times and in all respects comply with the lawful rules and codes of conduct, statements of principles, or supplemental contractual provisions, in force from time to time by the Company and/or set out in the Labour Law and/or required by any regulatory body in relation to the business of the Company or the status of the Employee.
       6. The Employee agrees and undertakes that the Employee:
          1. will not verbally or in writing or under any form whatsoever cause or attempt to cause, whether directly or indirectly, any harm or disparagement to the reputation of the Company;
          2. will not without the prior written consent of the Company either directly or indirectly publish any opinion, fact or material or deliver any interview, lecture or address or participate in the making of any film, radio broadcast or television transmission or communicate with any representative of the media or any third party, relating to the business or affairs of the Company or to any of its or their officers, employees, customers/clients, suppliers, distributors, agents or shareholders.
    3. **COMPANY PROPERTY**
       1. Any documents in hard copy or in electronic or other form and any equipment, computers, hard discs, memory sticks, keys, security passes, credit cards, software, tapes, or other materials, that the Employee may receive or use while performing the Employee’s duties during the term of the Employee’s employment (collectively referred to as “**Property**”) shall remain the property of the Company, and shall be returned by the Employee upon the Company’s request.
       2. On termination of employment, the Employee will return to the Company all Property belonging to the Company, in the Employee’s possession or control.
       3. The Employee shall not make copies of any such materials or Property for personal use or advantage.
    4. **CONFIDENTIALITY**
       1. The Employee shall not at any time (either during or after the termination of the Employee’s employment) disclose or communicate to any person or use for the Employee’s own benefit or the benefit of any person any confidential information concerning the business dealings, affairs or conduct of the Company, its staff or business partners or any similar matters which may come to the Employee’s knowledge or possession during the term of the Employee’s employment.
       2. The Employee hereby irrevocably agrees that during the course of the Employee’s employment, and for an indefinite period thereafter, he shall not, other than in the course of fulfilling the Employee’s obligations as an employee or as required by law, disclose or divulge any information that might be of a confidential or proprietary nature regarding the Company (including, in particular, but without limitation, information relating to the business of the Company, or any of their clients or their affairs and which includes but is not limited to information relating to the Company’s clients and customers, prospective clients and customers, suppliers, agents or distributors of the Company, commercial, financial or marketing information, customer lists, technical information and know-how comprising trade secrets and intellectual property belonging to the Company, and information regarding the business and financial affairs of the Company), to any person (natural or legal). Further, the Employee shall not use any confidential or proprietary information obtained during the course of the Employee’s employment at any time (whether during the term of the Employee’s employment or subsequently) to compete with or otherwise act to the detriment of the Company.
    5. **INTELLECTUAL PROPERTY**
       1. Without the written prior consent of the Company, the Employee acknowledges that all Intellectual Property Rights created by the Employee whether wholly or partially in the course of the Employee’s employment with the Company (whether or not during working hours or using Company premises or resources) (“**Employment IPRs**”) and all materials embodying them shall automatically belong to the Company or any Associate Company (as applicable) to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee shall assign them to the Company.
       2. The Employee acknowledges that, because of the nature of the Employee’s duties and the particular responsibilities arising from the nature of the Employee’s duties, the Employee has, and shall have at all times while employed by the Company, a special obligation to further the interests of the Company.
       3. The Employee agrees:
          1. to give the Company full written details of all information pertaining to Employment IPRs which relate to or are capable of being used in the business of the Company promptly on their creation;
          2. at the Company's request and in any event on the termination of the Employee’s employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
          3. to keep confidential all information pertaining to Employment IPRs unless the Company has consented in writing to its disclosure by the Employee.
       4. The Employee waives all of the Employee’s present and future moral rights and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain nor permit any third party claim against the Company for infringement of moral rights in such copyright works.
       5. The Employee acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this Contract is or may become due to the Employee in respect of the Employee’s compliance with this clause.
       6. The Employee undertakes to use the Employee’s best endeavours to execute all documents and do all acts both during and after the Employee’s employment by the Company as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs in the Company, or to register them in the name of the Company. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs.
       7. The Employee agrees to give all necessary assistance to the Company to enable it to protect and maintain, enforce its patents, inventions, ideas, discoveries, developments, improvements or innovations, whether or not patentable, copyright and related rights, whether or not recorded in any medium, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade 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 (“**Intellectual Property Rights**”) against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.
    6. **TERMINATION** 
       1. The Company may terminate this Contract at any time:
          1. summarily and without any notice or pay in lieu and without End of Service Gratuity (defined below) payment thereof in the event of any of the reasons provided for in the Labour Law; or
          2. upon payment to the Employee of any outstanding and future Remuneration and End of Service Gratuity in lieu of notice provided for in this Contract or the Labour Law, if applicable; or
          3. during the Probationary Period, for any reason without notice and without End of Service Gratuity payment.
    7. **DISCIPLINARY PROCESS**
       1. The Company may suspend the Employee from the performance of any or all of the Employee’s duties and direct the Employee not attend at the offices of the Company at any time in connection with any investigation into any alleged misconduct or neglect by the Employee or pending the outcome of criminal proceedings in connection with the Employee’s employment (“**Suspension**”).
       2. During any period of Suspension the Company shall be under no obligation to provide any work to, or vest any powers in, the Employee, who shall have no right to perform any services for the Company.
    8. **END OF SERVICE GRATUITY AND PENSION**
       - 1. Save for the termination of this Contract for cause as stated in clause 6.1(a) or the termination of this Contract during the Probation Period as stated in clause 6.1(c), upon termination of the Employee’s employment with the Company, the Employee shall be entitled to an end of service gratuity where the Employee has been employed for a period of longer than one (1) consecutive year, in accordance with the provisions of the Labour Law (the “**End of Service Gratuity**”). The End of Service Gratuity shall be paid in accordance with the Labour Law and which will be calculated as follows:

21 days Basic Salary for each year of the first five years; and

30 days Basic Salary for each additional year on condition that the total of the gratuity does not exceed the Basic Salary of two years.

* + - * 1. For the avoidance of doubt, the End of Service Gratuity shall be calculated with reference to Basic Salary only (unless otherwise required under the Labour Law, as may be amended from time to time).
        2. Days of absence from work without Remuneration are not included in calculating the length of service.
    1. **DEDUCTIONS**

The Employee acknowledges and agrees that the Company shall be entitled at any time without notice during the Employee’s employment and upon termination to set off and/or make deductions from the Employee’s Remuneration or from any other sums due to the Employee from the Company in respect of any overpayment of any kind made to the Employee in respect of any outstanding debt or other sums due from the Employee, subject to the provisions of Labour Law from time to time in force.

* + 1. **TAXATION**

The Company makes no warranty as to the taxable status of the amounts received under this Contract with respect to the Employee’s home country (or such other jurisdiction worldwide) and accordingly the Employee undertakes that if the Company is called upon to account to any competent tax authority for any income tax, national insurance contributions, interest and/or penalties thereon arising in respect of the payments made under this Contract (“**Tax Liability**”) the Employee will immediately, upon written request of the Company, pay the Tax Liability to the competent tax authority or, where the Company has paid such Tax Liability, the Employee will immediately upon written request of the Company pay an amount equal to the Tax Liability to the Company.

* + 1. **POST TERMINATION RESTRICTIONS**
       1. Without the written prior consent of the Company and whether alone or with others, directly or indirectly for the Employee’s own benefit or the benefit of any person or organisation, the Employee shall not, during the term of the Employee’s employment, or for a period of twenty four (24) months after its termination, offer to employ or enter into
       2. partnership, induce or attempt to induce any individual to whom this clause 11 applies to leave the employment of or to discontinue the supply of the Employee’s services to the Company without the Company's prior written consent (whether or not such action would result in a breach of contract by such individual) nor shall the Employee encourage counsel or procure that individual to do so. This clause 11 shall apply to any individual who is an employee or who provides services to the Company and whom the Employee has managed or with whom the Employee has or has had material and/or regular dealings in the course of the Employee’s employment during the twelve (12) months prior to the termination of the Employee’s employment and who is employed by or has provided services to the Company (or an Associated Company) in a senior or managerial capacity or in any events, marketing, business development role, provided this restriction shall not apply to non-management (clerical or administrative or manual) staff.
       3. Without the written prior consent of the Company and whether alone or with others, directly or indirectly for the Employee’s own benefit or the benefit of any person or organisation, the Employee shall not during the Employee’s employment or for a period of twenty four (24) months after its termination:
          1. solicit or entice away any client, patient or counterparty of the Company (whether a Company or an individual) with which or whom the Employee has had material and/or regular dealings in the course of the Employee’s duties or, where this provision would apply after the Employee’s employment ends, any time during the twelve (12) months prior to its termination;
          2. in competition with the Restricted Business (defined below), seek to procure orders from, deal or carry on business with, or transact business with, any client or counterparty of the Company (whether a company or an individual) with which or whom the Employee has had material and/or regular dealings in the course the Employee’s duties or, where this provision would apply after Employee’s employment ends, any time during the twelve (12) months prior to its termination;
          3. engage the services of, render services to or become interested in (as owner, stockholder, partner, lender or other investor, director, officer, employee, consultant or otherwise) any business activity that is in competition with the Restricted Business;
       4. “**Restricted Business**” shall mean the business or any part of the business and which in either or both case(s):
          1. is carried on by the Company at the date of termination of the Employee’s employment; or
          2. was carried on by the Company at any time during the Employee’s employment or, where the relevant provision would apply after the Employee’s employment ends, any time during the twelve (12) months immediately preceding the date of its termination; or
          3. is to the Employee’s knowledge to be carried on by the Company at any time during the twelve (12) months immediately following the date of termination of the Employee’s employment; or
          4. and which the Employee was materially concerned with/worked for or had management responsibility for (or had substantial confidential information regarding) in either case at any time during Employee’s employment or, where the relevant provision would apply after the Employee’s employment ends, any time during the period of twelve (12) months immediately prior to the date of its termination.
       5. The Employee acknowledges that:
          1. the restrictions set out above are reasonable and necessary for the protection of the legitimate interests of the Company and that, having regard to those interests, these restrictions do not work unreasonably on the Employee;
          2. the restrictions shall apply in relation to all clients and counterparties in respect of whom they are expressed to apply notwithstanding that such clients and counterparties may have been introduced to the Company by the Employee (or any person under the Employee’s control) before or during the Employee’s employment with the Company;
          3. any and all of the Employee’s relationships from time to time with clients of the Company and are the property of the Company and/or its Associated Company;
          4. If the Company transfers all or part of its business to an Associated Company or to a third party (in either case, a “**Transferee**”) the restrictions contained in this clause 11 shall, with effect from the date of the Employee becoming an employee of the Transferee, apply to the Employee as if references to the Company included the Transferee and references to any Associated Company are construed accordingly and as if references to customers or clients or counterparties or suppliers or employees are of the Company and/or Transferee and any of their respective Associated Companies;
          5. The obligations imposed on the Employee by clause 11 extend to the Employee not only on the Employee’s own account but also if the Employee acts on behalf of any other Company, entity or other person and shall apply whether he acts directly or indirectly;
          6. The restrictions entered into by the Employee in this clause 11 are given to the Company for itself and as trustee for each and any Associated Company. Any Associated Company may rely upon and enforce the terms of this clause 11 against the Employee; and
          7. In the event that the Employee breaches any of the restrictions in this Contract, the parties agree that the Employee shall be liable to pay the Company a sum equivalent to the Employee’s monthly remuneration for each month or part of a month that the Employee is in breach of this Contract as compensation for the damages that will be incurred by the Company as a result of the breach. The Company reserves the right to claim further compensation in the event that the damages incurred are greater than the compensation provided by the Employee under this clause.
    2. **LITIGATION ASSISTANCE**
       1. The Employee agrees and undertakes that both during and following employment with the Company, at the request of the Company, the Employee shall reasonably co-operate with the officers, employees and lawyers (inside or outside) of the Company and any Associated Company, answering such questions relating to compliance, legal and any other matters about which the Employee had knowledge, providing the Company with all relevant documents under the Employee’s possession, custody or control, executing such documents and making such appearances in court, in the event of any litigation, investigation or otherwise that may arise as may be reasonably requested by any such officer or employee and for any reasonable purpose including, without limitation, for purposes of fulfilling the Employee’s obligations under or for the other purposes of this Contract.
       2. The Company agrees to reimburse the Employee for any reasonable travel expenses associated with Employee’s co-operation in accordance with this clause. The Company agrees that it shall use its best endeavours to schedule any such matters at times not disruptive to the Employee’s then-existing employment (or consultancy) with any business.
    3. **DATA PROTECTION AND MONITORING**
       1. The Employee consents to the Company holding and processing both electronically and manually, the data (including personal sensitive data and information contained in e-mail and e-mail attachments) it collects, stores and/or processes, which relates to the Employee for the purposes of the administration and management of its business. The Employee also agrees to the Company forwarding this data to other offices it may have for storage, processing, or administrative purposes and he consents to the Company disclosing Employee’s personal data (including sensitive personal data) to third parties where such disclosure is for the legitimate business purposes of the Company or is necessary for administrative (including but not limited to data processing) personnel, management, legal and/or regulatory purposes.
       2. The Company does not permit employees to covertly tape or record electronically by any means any individual with whom they interact in the course of their duties. Any employee who does so (without the Company's authority) in breach of this clause will be subject to disciplinary action and the Company will regard their actions as gross misconduct.
    4. **CONFLICT OF INTEREST POLICY**

The Employee shall abide by the Company’s Conflict of Interest Policy. Breach of the provisions of such policy may lead to disciplinary action against the Employee.

* + 1. **GENERAL PROVISIONS**
       1. This Contract contains the full agreement between the Company and the Employee regarding the provisions and conditions of the employment relationship. It replaces all previous agreements.
       2. The validity of this Contract is further subject to sponsorship of the Employee being obtained in accordance with the rules and from time to time in force, and the Employee’s employment continuing to be permitted by the appropriate authorities and upon the Employee continuing to hold a valid residence visa and employee work permit and all other requisite permissions and approvals from the appropriate authorities as may be necessary.
       3. On termination of the Employee's employment for whatsoever reason, the Employee will co-operate with the Company to cancel the Employee’s labour card, residence visa and any other official documents procured for the Employee by the Company for purposes of Employee’s employment. Any amendment to this Contract must be made in writing in order to be legally valid. Each Party declares having received a copy of this Contract duly signed by both Parties.
    2. **MISCELLANEOUS**
       1. The various clauses and sub-clauses in this Contract are severable and if any clause or sub-clause or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining clauses or sub-clauses or identifiable parts thereof in this Contract.
       2. Any word in this Contract which denotes the singular shall where the context permits include the plural and vice versa.
    3. **GOVERNING LAW**

This Contract shall be governed by and be construed in accordance with the laws of the **[Country Name]** and the Labour Law.