

Employment Agreement

This employment agreement (the “**Agreement**”) is entered into on _____ (the “**Effective Date**”) between Mr. /Ms. /Mrs. _____ [**Employee's Name**] (hereinafter referred to as ‘**Employee**’) and Mr./Ms. /Mrs. _____ [**Company Name**] (hereinafter referred to as ‘**Employer**’), collectively referred to as the “**Parties**”.

Both the parties agree on the following conditions of employment:

1. Position and Duties

-The Employer agrees to employ the Employee in the position of _____ [**Job Title**].

-The Employee agrees to perform the duties and responsibilities associated with the position to the best of their abilities and in a professional manner. The Employee's duties and responsibilities shall include, but not be limited to, the following:

1. _____
2. _____
3. _____
4. _____
5. _____

-The duties and responsibilities assigned to the Employee shall not be referred to other parties unless Employer is informed in writing and approves of it.

2. Commencement

This Contract shall commence on _____ [**Start Date**] and shall continue until terminated by either Party in accordance with the termination provisions stated in Section 7 of this agreement.

3. Probation period

The parties understand and agree that the first _____ **[Insert Number of Days]** of employment shall constitute a probation period (trial). During this probation period, the Employer obtains the discretion to terminate the Employees' employment without notice if deemed unsuitable for any reason.

-During this probation period, the Employee is not entitled to paid time off and other benefits.

4. Remuneration

- a) **Salary:** Both the parties agree that the Employee will be paid at the rate of _____ **[Amount Per Week/Month]**. This amount will be paid on _____ **[Weekly/Monthly]** basis.
- b) **Working hours:** The working hours shall not exceed _____ hours a day, _____ days per week.
- c) **Lunch break:** The Employee is entitled to a _____ **[Break Time]** lunch break after _____ hours of work. The lunchtime is _____ **[Paid/Unpaid]**.
- d) **Overtime:** Both the parties agree that any hours worked in addition to the stated working hours are considered overtime hours. The Employee will be required to remain at work premises for overtime hours only with compensation.

5. Benefits

The Employee is eligible for the following benefits:

- a) **Sick/ Personal leave:** _____ (Number of Days/ Length of Time)
- b) **Holiday/ Recreation leave:** _____ (Number of Days/ Length of Time)
- c) **Health insurance:** _____ (Amount)
- d) **Maternity leave:** _____ (Number of Days/ Length of Time)

6. Terms of agreement

The duration of employment will commence from the date of signing of this agreement and will end on _____ **[Ending Date]** unless terminated as outlined in section (7) of this agreement.

-This agreement will not be renewed automatically for a new term upon the termination of the 'terms of agreement'.

7. Termination

This agreement shall be terminated in the following cases:

- a) In case of breach of this agreement by one of the parties.
- b) Either party can terminate this agreement with _____ week's prior written notice.
- c) The Employee agrees to return Employer's property upon termination.

- Employer's property includes all the physical property used in the company.
- Employer's property includes intellectual property but is not limited to, copyright, trade secrets, patents, and the technique, process, or idea-associated intellectual property rights.
- Employee should not retain any copies of assets in the form of software.
- Upon the termination of this agreement, the Employee must return all Employer materials, products, and other content as soon as possible, but no later than ____ days.

8. Confidentiality

The Employee must keep all terms and conditions of this Agreement, as well as any documents that are given throughout the course of the Agreement, secret unless disclosure is compelled by law.

- The confidential information acquired by Employee during employment is not disclosable outside of the company without the prior approval of the Employer.

9. Intellectual property

- a. Any source code, software, or other intellectual property developed by the Employee during the course of employment, or in relation to a certain field, is owned by the Employer, and he shall have all the essential rights to possess it.
- b.
- c. Employee shall not impose any rights on the developed intellectual property after the termination of employment.
- d. It is understood that any intellectual property delivered to Employee by the Employer, including but not limited to copyrights, trade secret rights, patents, and other intellectual property rights associated with any ideas, process, concepts, techniques, inventions, methods, works of authorship, Confidential Information, or trade secrets, will be the Employer's sole property.

10. Severability

The parties hereto agree that in the event any provision or part of this agreement is held unenforceable/invalid/void by a court of competent jurisdiction, all the remaining provisions shall remain in full force and effect in accordance with Parties' intention.

11. Jurisdiction

This Agreement is deemed legal and binding between the Parties as stated above and shall be governed by and interpreted in accordance with the laws of _____ **[Insert Governing Jurisdiction]**.

12. Alternative dispute resolution

Any dispute arising out in relation to this agreement shall be resolved through _____ **[Insert Arbitration/Negotiation/Mediation Institution]** in accordance with the laws of _____.

13. Legal accruals

The parties hereto agree that in the event any dispute arises concerning the provisions of this agreement, the party which prevails in the dispute shall be entitled to collect from the other party all costs incurred in such dispute including a reasonable attorney's fee.

14. Entire agreement

This agreement represents the entire agreement between the two parties and supersedes in all respect any prior written or oral agreements pertaining to the employee by the employer.

15. Amendments

This Agreement may only be amended, modified, or supplemented by written agreement signed by both parties. Any amendments agreed upon shall be incorporated as an integral part of this Agreement.

16. Signed, sealed, and delivered

The Parties have executed this agreement with due process and the acknowledgment of the terms and conditions ascribed in this agreement is expressed by both the parties through their signatures below.

Employer

Name: _____

Signature: _____

Date: _____

Employee

Name: _____

Signature: _____

Date: _____

Please note that it is important to review and understand all the provisions and obligations set forth in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.