

# Model Standard Employment Contract

This Employment contract is executed and entered into by and between:

- A. Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
P.O. Box No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_
- B. Represented in [COO name] by: Name of  
Agent/Company: \_\_\_\_\_  
Registration /License No. \_\_\_\_\_  
Address: \_\_\_\_\_  
P.O. Box No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_
- And
- C. Employee: \_\_\_\_\_  
Place of Birth: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Family status: \_\_\_\_\_  
Address: \_\_\_\_\_  
Passport No.: \_\_\_\_\_ Date & Place of Issue: \_\_\_\_\_  
Emergency contact: Name: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

**Voluntarily binding themselves to the following terms and conditions:**

1. Site of Employment \_\_\_\_\_
2. Contract Duration \_\_\_\_\_(years)\_\_\_\_\_(months)\_\_\_\_\_(days), commencing from the employee's departure from the point of origin to the site of employment. The duration of an employment contract will not be less than 2 years and subject to renewal by both parties.
3. Employee's Position: \_\_\_\_\_ Occupation: \_\_\_\_\_
4. Nature and Description of tasks and duties:  
\_\_\_\_\_  
\_\_\_\_\_
5. Monthly Salary(basic plus other monetized benefits): \_\_\_\_\_

Mode/Channel of Payment: \_\_\_\_\_ [banking]

Other benefits provided by the employer include:

- Transportation to the site of employment and return transportation to the point of origin.
- Payment of resident permit fees (if applicable) and other charges in accordance with host government laws at no cost to the employee.
- Medical, optical and dental services and facilities, including medicine.
- Visa processing fee and air ticket of employee.
- Description of housing conditions:
  - a. Will housing be provided to the employee? Y N
  - b. Will the employee have to share with others? Y (if yes, how many? \_\_\_) N
  - c. Will food or food allowance be provided? Y (if yes, how much/month? \_\_\_) N
  - d. Any curfews or limitations: \_\_\_\_\_

Employer shall provide the employee with housing regulations attached to this contract.

- Any other bonuses, indemnities and allowances, if any: \_\_\_\_\_
- Personal life accident insurance in accordance with host government and/ or [COO name] government laws.
- For areas declared by the [COO name] government as war risk areas, a war risk area insurance of not less than US\$ \_\_\_\_\_ shall be provided by the employer.

Employer can deduct only the following costs from the provided salary:

- Levy \_\_\_\_\_
- Food \_\_\_\_\_
- others (specify cost): \_\_\_\_\_

6. Regular Working Days and Hours: **Maximum of 8 hours per day, six days per week.**

- Regular Working Days (check applicable):  
Sunday/Monday/Tuesday/Wednesday/Thursday/Friday/Saturday
- Regular Working Hours: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.
- Regular Break Duration: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

7. Overtime Pay:

- For work over regular working hours: \_\_\_\_\_
  - For night work: \_\_\_\_\_
  - For work on designated rest days & holidays: \_\_\_\_\_
- Leave with Full Pay: \_\_\_\_\_ (days)
    - Annual Leave: \_\_\_\_\_ (days)
    - Sick Leave: \_\_\_\_\_ (days)
    - Maternity Leave: \_\_\_\_\_ (days)
    - Other Leave: \_\_\_\_\_ (days)
    - Holidays: \_\_\_\_\_ (days)
  - In the event of death of the employee during the terms of this agreement, his/her remains and personal belongings shall be repatriated to [COO name] at the expense of the employer. In the case where repatriation of remains is not possible, the remains may be disposed of upon prior approval of the employee's next of kin and/ or by the [COO name Embassy]/ Consulate nearest to the jobsite.
  - Termination:
    - Termination by Employer: The employer may terminate in case the employee does not fulfill the tasks and duties as described in this contract or on serious violation of the host country's criminal laws.
    - Termination by Employee:
      - The employee may terminate this Contract without serving a notice period to the employer for any of the following just causes: serious insult by the employer or his representative; abusive, inhuman and unbearable treatment accorded the employee by the employer or his representative; and/or commission of a crime/ offense by the employer or his/her representative.
      - The employee may terminate this Contract without just cause by serving one (1) month advance notice to the employer. In this case, the employee shall shoulder all expenses relative to his/her repatriation back to his/her point of origin.
    - Termination due to illness: Either party may terminate the contract on the ground of illness, disease or injury being suffered by the employee, which incapacitates him/her to fulfill the duties as described in this contract.

- d. After termination, employee can request from the employer assistance for a 90 day stay after the completion of the contract to arrange his/hers affairs.
18. Settlement of disputes: All claims and complaints relative to the employment contract of the employee shall be settled in accordance to the laws of the hosting country and through the relevant labour courts or other grievance handling mechanisms. Mediation can also be sought through the Labor Attaché or any authorized representative of the [COO name] Embassy/Consulate nearest competent or appropriate government body in the host country or in [COO name] if permissible by host country laws. Employer shall allow and facilitate full access to legal representation and justice mechanisms, as well as to diplomatic representation, including communication means including but not limited to phone calls, internet, postal correspondence, and visits.
19. The employee shall observe employer's company rules and abide by the pertinent laws of the host country and behave respectfully to the customs and traditions of the host country.
20. The employment contract can be further extended by mutual consent in writing after the duration of this contract period.
21. In case of physical, sexual, verbal, psychological and/or other forms of abuse, any work related injuries or sicknesses or any violation of terms committed by the employer against the employee, the recruitment agency in [COO name] will be held accountable to seek redress, follow up on reported grievances and ensure appropriate compensation.
22. Applicable Law: this employment contract shall be governed by the terms and conditions of employment consistent with the pertinent laws of the host country, as well as by the bilateral agreements or labour frameworks between hosting and sending country.

*This contract shall also be made available to the employee in his/her local language, and is annexed to this contract.*

In witness thereof, we hereby sign this contract on \_\_\_\_\_ day of \_\_\_\_\_, at [location],

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer

\_\_\_\_\_  
COO Representative  
(Licensed Recruitment Agency)

\_\_\_\_\_  
Witness