

# Employment Agreement

**Candidate Name:**

**Date:**

**Position of Candidate:**

**Address:**

**Mobile Number:**

Dear Mr. (Candidate Name)

This service contract outlines the terms and condition between **Your Business Name Pvt Ltd** and **(Candidate Name)**. Contract comes into effect starting from **(date of effect)** and shall continue until meeting the condition of termination stated in this contract. This contract shall be governed by the prevailing laws of Nepal.

This document constitutes an employment agreement between above two parties

WHEREAS the Employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

## **1. Employment:**

The Employee agrees that he or she will faithfully and to the best of their ability carry out the duties and responsibilities communicated to them by the Employer. The Employee shall comply with all company policies, rules and procedures at all times.

## **2. Employee's job title or position:**

Upon execution of this Agreement, the employee would be posted as the **\_\_\_\_\_** of the Company. During the term period of this Agreement, the Company may change the employees above mentioned post (or position) also from time to time, the Employer may add other duties within the reasonable scope of the Employee's work.

## **3. Duration:**

This agreement will become affective as from **\_\_\_\_\_ (insert date)** and it will continue for **an indefinite period** unless it has been cancelled by mutual agreement or other reasons whatsoever.

## **4. Employee's Duty:**

Without limiting the aforesaid duties, the employee is obliged to strictly comply with the provision of this agreement, may not misappropriate the company's property, keep all

information entrusted to him / her confidential and have to adhere to the general Code of Conduct that governs all relations with co-employees and clients.

## **5. Job Description:**

Employee shall perform assigned duties and responsibilities in a professional manner, in good faith, and to the best of Employee's skills, abilities, talents and experience. Employee should perform their duties and responsibilities as mentioned in Job Description.

**Please change/add/delete according to job profile and role.**

### **Junior Accountant**

- Post and process journal entries to ensure all business transactions are recorded
- Assist in the processing of balance sheets, income statements and other financial statements according to legal and company accounting and financial guidelines
- Assist with reviewing of expenses, payroll records etc. as assigned
- Update financial data in databases to ensure that information will be accurate and immediately available when needed
- Prepare and submit weekly/monthly reports to senior Accountant.
- Assist senior accountants in the preparation of monthly/yearly closings
- Preparing and maintaining important financial reports.
- Preparing tax returns and ensuring that taxes are paid properly and on time
- Evaluating financial operations to recommend best-practices, identify issues and strategize solutions

### **Senior Accountant/ Manager**

- Coordinating accounting functions and programs.
- Preparing financial analyses and reports.
- Preparing revenue projections and forecasting expenditure.
- Assisting with preparing and monitoring budgets.
- Maintaining and reconciling balance sheet and general ledger accounts.
- Assisting with annual audit preparations.
- Investigating and resolving audit findings, account discrepancies, and issues of non-compliance.
- Preparing federal, state, local, and special tax returns.
- Contributing to the development of new or amended accounting systems, programs, and procedures.
- Performing other accounting duties and supporting junior staff as required or assigned.

### **HR Department**

- Develop and implement HR strategies and initiatives aligned with the overall business strategy
- Bridge management and employee relations by addressing demands, grievances or other issues
- Manage the recruitment and selection process
- Support current and future business needs through the development, engagement, motivation and preservation of human capital
- Develop and monitor overall HR strategies, systems, tactics and procedures across the organization
- Nurture a positive working environment
- Oversee and manage a performance appraisal system that drives high performance
- Maintain pay plan and benefits program
- Assess training needs to apply and monitor training programs
- Report to management and provide decision support through HR metrics
- Ensure legal compliance throughout human resource management

### **Marketing Department**

- Promoting the company's existing brands and introducing new products to the market.
- Researching and developing marketing opportunities and plans, understanding consumer requirements, identifying market trends, and suggesting system improvements to achieve the company's marketing goals.
- Gathering, investigating, and summarizing market data and trends to draft reports.
- Implementing new sales plan and advertising.
- Recruiting, training, scheduling, coaching, and managing marketing and sales team to meet sales and marketing human resource objectives.
- Maintaining relationships with important clients by making regular visits, understanding their needs, and anticipating new marketing opportunities.
- Staying current in the industry by attending educational opportunities, conferences, and workshops, reading publications and maintaining personal and professional networks.

#### **6. Service Location:**

You will be based at (working location).

#### **7. Compensation:**

As compensation for the services provided, the Employee shall be paid a Salary of Rs. \_\_\_\_\_ per month and will be subject to annual performance review. All payments shall be subject to mandatory employment deductions i.e., TDS on salary and Social Security Tax based on the provisions governed under Income Tax Act 2058.

During the term of this Agreement, the Employee's salary will be paid by means of bank transfer, cheque, or any other method convenient to the Employer, and consented to by the Employee.

#### **Traveling Expenses:**

Expenses incurred on official travels for office related work, shall be borne by the company and expense incurred by employee shall be reimbursed. This benefit is applicable only for outstation travel.

## **8. Probationary Period**

It is understood that the **first 6 months** of employment constitutes a probationary period. During this time, the Employee is not eligible for paid time off or other benefits. During this time, the Employer also exercises the right to terminate employment at any time without advanced notice.

## **9. Working day and working hours:**

Normally working days will be six days per week and working hours will be eight hours per day and **48 hours** per week. The Office hours will be maintained at **10:00 am to 6:00 am** and working days will be Sunday through Friday. Saturday will be holiday for working team. No other engagements will be entertained during the official working hours.

Employer have the right to shift the working hours as per the need of the job by giving notice in advance.

## **10. Tax Deducted at Source (TDS):**

All tax liability arising out of your remuneration and other facilities will be deducted from your own remuneration as per the prevailing laws of Nepal.

## **11. Non-Competition and Confidentiality**

As an Employee, you will have access to confidential information that is the property of the Employer. Except as otherwise expressly permitted in this Agreement, Employee shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities or with Employer's prior written consent.

During your time of Employment with the Employer, you may not engage in any work for another Employer that is related to or in competition with the Company. You will fully disclose to your Employer any other Employment relationships that you have and you will be permitted to seek other employment provided that

- a. It does not detract from your ability to fulfill your duties, and
- b. You are not assisting another organization in competing with the employer.

During the term of this Agreement and for a period of **24 months** following the voluntary or involuntary termination of Employee's employment, employee shall not (tick that applicable)

- Provide goods or services which directly or indirectly compete with Company
- Invest either directly or indirectly in a business that directly or indirectly competes with Company
- Solicit Company employees to leave their employment
- Engage in any other activities that result in injury to Company

Other: \_\_\_\_\_

It is further acknowledged that upon termination of your employment, you will not solicit business from any of the Employer's clients for a period of at least 2 years.

## **12. Ownership of Work Product:**

The Parties agree that all work product, information or other materials created and developed by Employee in connection with the performance of duties and responsibilities under this Agreement and any resulting intellectual property rights are the sole and exclusive property of Employer.

## **13. Termination of Service Contract:**

This contract shall be terminated in compliance to following provisions:

### **a) At will Termination**

Employee may terminate this Agreement and the employment 'at will' for whatever the reasons, at any time by giving 2 months' notice in writing to the employer. Resignation so made shall be effective from the date, letter being approved by the employer.

#### **Notice period:**

During the notice period, Employee and Employer agree to continue diligently fulfilling their duties and obligations in good faith with best efforts.

In case of failing to provide adequate notice period, employee shall not be entitled to receive the compensation for the current working month as a whole irrespective of the number of days working.

### **b) Retirement:**

On attaining the age of retirement as specified in the company's policy, company has right to terminate the employee contract. Company has right to retain the employee on revised terms or extend this service contract of retired employee.

### **c) Immediate termination:**

Company reserves the right to terminate the service contract without prior notice and order for immediate dismissal on meeting the conditions mentioned under this clause.

Your service contract with the company shall be terminated on meeting the following conditions/ provisions that are against Company's Policy & Values:

- I. Performing/ engaging in any act that breaches provisions mentioned in the By-Laws & Policies of the company.
- II. Found guilty of submitting fake, forged, tampered or manipulated documents regarding your qualification and experience basis which this job/ position has been awarded. It is understood that the document provided to us are valid and authentic.
- III. Found proven to have lied or provided false information intentionally, during the time of the service, regarding your qualification and experiences or any other matter having impact on organization, organizational beliefs, values, reputation and policies.

In such a case, you will be given an opportunity to submit your clarification before termination of the contract.

- IV. On being engaged in physical misconduct or other misbehaves, breaching moral values of the company (responsibility, integrity, honesty, respect, trust, openness, fairness and transparency).
- V. If the Employee is absent from work for more than **three (3) consecutive** working days without a reasonable cause or leave.
- VI. On being convicted of any offence under any of the laws of Nepal or on being aware of any proven criminal charges or charges of misconduct discovered on your past, not notified or hidden deliberately with the company.
- VII. Found to have assisted directly or indirectly in any of above actions/ activities performed by insider or outsider, shall be deemed to have performed by the self and termination of service contract will be applicable.

#### **d) Physical Disability**

Company reserves right to terminate the service contracts of the employee found to be unfit for the job, physically or mentally.

#### **Compensation on termination**

- ***For termination at will***, for employee serving the complete duration of notice period, compensation and other benefits if applicable shall be calculated till the last day of the service and shall be payable on next regular salary paying due date.
- ***For termination at will***, for employee not serving the complete duration of notice period, compensation and other benefits if applicable shall be calculated till the last day of the previous month of service and shall be payable on next regular salary paying due date.
- ***For termination on retirement and physical disability ground***, compensation and other benefits if applicable shall be calculated till the last day of the service and shall be payable on next regular salary paying due date.
- ***For immediate termination***, compensation and other benefits if applicable shall be calculated till the last day of the previous month of service and shall be payable on next regular salary paying due date.

#### **Amendment, waiver and discharge**

No provision of this service contract may be amended, waived or discharged unless such amendment, waiver or discharge is agreed in writing and signed by an authorized person of both the party to this agreement. On matters not explicitly written in this contract, the law, rules and regulation of the government of Nepal, and the rules, by laws and policies of the company shall prevail.

At the time of termination, Employee agrees to return all Employer property, including but not limited to computers, cell-phones, and any other electronic devices. Employee shall

reimburse Employer for any Employer property lost or damaged in an amount equal to the market price of such property.

#### **14. Leave and public holiday:**

The working staff of the organization is expected to be present at work at all times during the working hours and days as mentioned above. The staff member will take leave upon agreeing with company with a **15 days prior notice**, if the leave is more than a week long.

The staff member is entitled to taking:

1. The Employee is entitled to **6 days** of paid casual leaves in a year and **12 days** of sick leave. In addition, the Employee will be entitled to public holidays, as determined by the company under the Leave Policy of the company
2. Casual leaves will accrue as 0.5 days per month of service completed. However, employee under probation period shall not be provided with paid casual leaves until probation period is over.
3. In the event that the Employee is absent from work due to sickness or injury, he/she will follow the Leave Policy and inform the designated person as soon as possible and will provide regular updates as to his/her recovery and as far as practicable will inform the designated person of the Employer of his/her expected date of return to work.
4. If the Employee is absent from work due to sickness or injury for more than three consecutive days, he/she must submit to the Employer a self-certification form. If such absence lasts for more than seven consecutive days the Employee must obtain a medical certificate from his/her doctor and submit it to the employer.
5. In case of **Death and mourning of Close Family**, employees are allowed up to 13 days of leave from work.
6. **Maternity Leave:** All pregnant female employees are entitled to maternity leave for a period of 60 days for pre- and post-delivery. The employee will inform the company at least 4 weeks before she intends taking maternity leave, of such dates.
7. **Paternity Leave:** In cases where the wife of a male civil employee is to deliver a baby, such an employee shall be entitled to a maternity care **leave of 5 days before** and/or after delivery (Paternity Leave).

#### **15. Legal Authorization:**

The Employee agree that he or she is fully authorized to work in Nepal and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

#### **16. Severability**

The parties agree that if any portion of this contract is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

**17. Renewal of contract:**

The contract is renewable or revised with the mutual agreement of both the employer and the employee.

**18. Other terms and conditions:**

Other terms and conditions favorable to the employee not covered here in and which are provided by the laws of the country of employment will apply and will be the part of the contract.

**19. Jurisdiction**

This contract shall be governed, interpreted, and construed in accordance with the prevailing laws of Nepal.

The employer and the employee shall read and fully understand this agreement and certify that the terms and conditions together with the application constitute their entire agreement or understand that any other conditions set besides this contract shall be considered null and void.

In witness whereof the parties have here unto voluntarily signed their respective names below on **this \_\_\_\_\_ date of \_\_\_\_\_ 2078 at Chitwan, Nepal.**

.....  
**(Director Name)**  
*Managing Director*  
*(Company name)*  
Date: .....

*I hereby accept the above offer and agree to abide the terms and conditions.*

.....  
**Mr. (candidate name)**  
Date: .....