

### Guidelines for Service Providers and Employers

Here are some guidelines for employers and service providers when developing an employment contract for migrant workers, as well as a reminder that employment contract terms can differ from country to country:

- **Review Applicable Laws:** Before developing an employment contract for migrant workers, it is important to review the applicable laws and regulations related to employment in the country where the employment will take place. This will help ensure that the employment contract is in compliance with local laws and regulations.
- **Consult with Legal Experts:** Employers and service providers should consult with legal experts who are familiar with the local laws and regulations related to employment in order to develop an appropriate employment contract.
- **Include Essential Clauses:** The employment contract should include essential clauses such as the job title, job duties, compensation, benefits, work hours, annual leave entitlement, sick leave entitlement, overtime, termination, repatriation, confidentiality and non-disclosure.
- **Consider Local Customs:** Employers and service providers should consider local customs and practices when developing the employment contract. For example, in some countries, it is common for employers to retain employees' passports, while in other countries this practice is illegal.
- **Translate the Contract:** Employers and service providers should translate the employment contract into the language(s) spoken by the employee(s) to ensure that they fully understand the terms and conditions of their employment.

#### Main Clauses to be Included:

- **Job Title and Job Duties:** The employment contract should clearly state the job title and job duties of the employee.
- **Compensation and Benefits:** The employment contract should specify the employee's compensation and benefits, including salary, bonuses, health insurance, retirement benefits, and any other benefits provided by the employer.
- **Work Hours and Overtime:** The employment contract should specify the employee's work hours, including the number of hours per day and per week, and any applicable overtime provisions.
- **Annual Leave Entitlement:** The employment contract should specify the employee's annual leave entitlement, including the number of days of leave and any conditions for taking leave.

- **Sick Leave Entitlement:** The employment contract should specify the employee's sick leave entitlement, including the number of days of leave and any conditions for taking sick leave.
- **Termination:** The employment contract should specify the conditions under which the employment can be terminated, including notice periods, grounds for termination, and any severance pay that may be due.
- **Repatriation:** The employment contract should specify the employer's obligations to provide repatriation assistance to the employee upon the termination of the employment contract.
- **Confidentiality and Non-Disclosure:** The employment contract should specify the employee's obligations to maintain the confidentiality of the employer's trade secrets and proprietary information.

Remember, employment contract terms can differ from country to country, so it is important to review local laws and regulations and consult with legal experts when developing an employment contract for migrant workers.

## Employment Contract

### **[Date]**

This employment contract ("Agreement") is made and entered into between **[Name of Company]**, a **[Country]** corporation, having its principal place of business at **[Address]**, (hereinafter referred to as the "Employer") and **[Name of Worker]**, (hereinafter referred to as the "Employee") with a mailing address of **[Address]**, for employment as a **[Job Title]** with the Employer.

### Employment

The Employer agrees to employ the Employee and the Employee agrees to work for the Employer in the capacity of **[Job Title]**. The Employee's place of work shall be at **[Location]**, unless otherwise required by the Employer. The Employee's duties shall include, but not be limited to, **[Job Duties]**.

### Probationary Period

The Employee shall be on probation for a period of **[Number of Months]** months from the start date of this Agreement. During the probationary period, the Employee's performance will be reviewed periodically by the Employer. Both parties may terminate this Agreement at any time during the probationary period.

### Term

The term of this Agreement shall be for **[Duration of Contract]** commencing on **[Start Date]** and ending on **[End Date]**. If this Agreement is extended or renewed, such extension or renewal must be in writing and signed by both parties.

### Compensation and Benefits

The Employee shall receive a basic salary of **[Amount]** per **[Period]**, payable on **[Pay Date]**. The Employee shall also be entitled to **[Benefits, e.g. health insurance, vacation time, sick leave, public holidays, etc.]** as per the company policies and **[Country]** laws.

### Work Hours and Overtime

The Employee shall work a maximum of **[Number of Hours]** hours per day and **[Number of Hours]** per week. The work schedule shall be determined by the Employer and may be changed by the Employer from time to time. Overtime work, if necessary, shall be paid in accordance with applicable laws.

### Annual Leave Entitlement

The Employee shall be entitled to **[Number of Days]** days of annual leave per year, in accordance with the company policies. The Employee must give reasonable notice to the Employer before taking annual leave.

### Sick Leave Entitlement

The Employee shall be entitled to sick leave in accordance with the **[Country]** laws. The Employee must inform the Employer as soon as possible if he or she is unable to attend work due to illness.

### Passport Retention

The Employer shall not retain the Employee's passport or any other travel document. The Employee shall keep the passport and other travel documents in his or her possession at all times, unless otherwise requested by the Employee.

### Medical Insurance

The Employer shall provide the Employee with medical insurance coverage during the term of this Agreement, in accordance with the **[Country]** laws.

### Termination

Either party may terminate this Agreement upon **[Notice Period]** days' notice in writing to the other party.

### Repatriation

Upon the termination of this Agreement, the Employer shall provide the Employee with return airfare to the Employee's country of origin, or to the place where the Employee was recruited, as well as all necessary travel documents.

### Confidentiality and Non-Disclosure

The Employee shall maintain the confidentiality of the Employer's trade secrets, proprietary information, and all other confidential information belonging to the Employer.

The employee upon resignation/termination of his service shall be bound by **Articles [XX]** of the **[Country]** Labour Law. All other terms and conditions of employment shall be governed by the Company's rules. Please confirm your acceptance of our contract by signing this letter.

**[Company Name]** strictly adheres to a **ZERO FEE** employment policy. You are requested to inform the company's representative if you have paid or were forced to pay any fees/ favour to any recruitment agency, sub-agency, person or other third-party, in connection with this employment contract. Please be assured this will have no impact on your job and your information will be kept confidential.

We look forward to welcoming you to **[Company Name]**.

Yours faithfully,

For **[Company Name]**

[Company Representative Name]

[Designation]

Signature \_\_\_\_\_

[Worker's Name]

Worker's Signature \_\_\_\_\_