*[CTC – HRO – [[project]] – Contracting – 7.8.5-d-002 – IF/NN/[[initial]]]
[Employment Contract – [[province]] – [[current\_month\_year]]]*

**Employment Contract**

THIS AGREEMENT made as of [[contract\_start\_date]] at Islamabad between CHIP Training and Consulting (Pvt) Ltd. (hereinafter referred to as the Employer), having its principal place of business at Islamabad, and **[[title]]. [[name]]** (hereinafter referred to as Employee), [[province]]. WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee for the Polio Program, a public-private partnership led by the Government of Pakistan and spearheaded by World Health Organization (WHO), and the Employee desires to render such services on the terms and conditions set forth herein,

IN CONSIDERATION of the promises and valuable consideration, the parties agree as follows:

**1.**       **Position Title**

(a) The employee shall be designated as [[job\_type\_long\_desc]] for [[project]] Project.

(b) The Employee shall be required to perform duties as per TORs which is attached herewith as Appendix A.

**2.**       **Contract Validity**

(a) The employment contract will be valid from [[contract\_start\_date]] to [[contract\_expiry\_date]] and will be considered discontinued if not expressly extended.

(b) The extension to this employment contract will be subject to satisfactory performance, adherence of the code of conduct as well as the employer's principal contract with WHO.

**3.**       **Duty Station and Reporting Line**

(a) The employee shall be based in [[uc]] - [[tehsil]] – [[district]] – [[province]].

(b)  The employee shall be reporting directly to the concerned supervisor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for all day-to-day/program activities.

**4.**       **Salary**

(a) The employee shall be paid monthly gross salary of PKR. [[total\_salary]], subject to withholding tax.

(b) It will essentially remain the responsibility of the employee to keep his/her tax affairs in order, i.e., obtaining an NTN and filing tax returns. By accepting this employment, the employee has categorically exonerated the employer from any responsibility for his/her tax affairs.

(c) All reasonable expenses arising out of employment shall be reimbursed, provided that the same have been authorized prior to being incurred and with the provision of appropriate receipts.

**5.**       **Benefits**

(a) The employee shall be entitled to EOBI benefits. A contribution shall be deducted from the employee's salary on a monthly basis and deposited to EOBI along with the employer's contribution as per the rules.

(b) The employee shall be provided with death and accidental insurance as per entitlement, which can be claimed within six (6) months for death cases and three (3) months for accidental cases from the date of the incident; otherwise, the employer will not be liable to settle the claims.

**6.**       **Timings**

(a) The employee shall be required to perform his/her duties on a full-time basis. The working week has six days from Monday to Saturday, from 8:00 AM to 5:00 PM.

(b) The timings can vary subject to the program activities, which may include weekends; however, the instructions of the Provincial Office, WHO shall be considered final.

**7.**       **Leaves**

(a) The Employee shall be entitled to Twenty (20) working days paid leave per year (5 days per quarter) on account of annual/casual/medical etc.

(b) All other leaves are subject to fulfilment of conditions prescribed in the leave policy. The leave cannot be encashed against the accrued leave balance.

(c) The employee will be entitled to the gazette holidays declared by the Government of Pakistan.

*[CTC – HRO – [[project]]– Contracting – 7.8.5-d-002 – IF/NN/[[initial]]]
[Employment Contract – [[province]] – [[current\_month\_year]]]*

**8.**       **Code of Conduct**

(a) The employee shall be regulated by the rules and procedures of WHO which shall be binding on the employee.

(b) The employer reserves the right to take disciplinary action against the employee if found guilty of violation of the rules and policies of WHO. In case involving misconduct, the wHO shall have authority to investigate the cases.

(c) The employee shall strictly adhere to and comply with the WHO's Policies related to the prevention of sexual exploitation and abuse. If the employee is found involved in any form of guilty of harassment, it shall lead to termination of the contract or other appropriate actions with immediate effect.

**9.**       **Notice Periods and Contract Extensions**

(a) Both the employer and employee, at any time, terminate this employment contract by giving prior notice of not less than 02 weeks or gross salary of 02 weeks' in lieu of the notice period.

(b) The above clause will not be applicable where the employment contract has expired and the employer has decided not to extend it any further. In such cases, the employment contract shall be deemed to be concluded by the employer.

(c) It is the absolute discretion of the employer to discontinue the employment contract on its expiration without assigning any particular reason(s), and the same cannot be challenged in any court of law.

**10.**       **General Terms of Employment**

(a) During the course of the employment or subsequent to termination thereof, the employee must observe strict confidentiality regarding matters that, by their nature, are to be treated as secrets or confidential.

(b) If any provision of this contract shall be held invalid by a court decision, statute or rule, or otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

(c) Any dispute arising under or in relation to this contract shall be resolved in the competent court in Islamabad District only, and each of the parties hereby submits irrevocably to the exclusive jurisdiction of such court.

(d) The employer reserves the right to alter/modify - from time to time, the terms and conditions of employment contracts subject to employees' consent.

**Yours Truly**

|  |  |
| --- | --- |
|  **[[signature]]** | **T**he Employer has caused this agreement to be executed by its duly authorized Employee and the Employee has read, understood and agreed to the above terms and conditions and set his hand as of the date mentionedbelow**.** |
| **HR DepartmentCHIP Training & Consulting** | [Signature]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[[cnic]]Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |