

CONTRACTUAL EMPLOYEE AGREEMENT

This is Contractual Employee Agreement ("Agreement") is made and effective 24th July, 2023

BETWEEN: **Naghmana Shafi** ("Computer Operator Trainer") (S)CNIC: _____

AND: **NOWPDP** (the "Organization"), an organization organized and registered under the Societies Registration Act 1860 with its head office located at 83/1, N. I Lines, Saghir Hussain Shaheed Road, Saddar, Karachi

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES

The organization hereby employs the trainer to perform the following services in accordance with the terms and conditions set forth in this agreement: The trainer will be responsible for conducting NOWPDP's 'Computer Operator Training' in Rawalpindi.

2. TERMS OF AGREEMENT

This agreement will begin from **24th July, 2023** and will end on **21st October, 2023** (both days inclusive). Either party may cancel this agreement on 15 days' notice to the other party in writing, by certified mail or personal delivery.

3. PLACE WHERE SERVICES WILL BE RENDERED

The trainer will perform most services in accordance with this contract, at NOWPDP's Rawalpindi office. In addition, the trainer will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

4. PAYMENT TO TRAINER

The trainer will be paid the following amount of **PKR 45,000/- per month**. Please note, the payment will be made monthly. If the sessions are cancelled or postponed due to any unforeseen circumstances, the organization reserves the right to deduct the amount payable at the end of the month. Incomplete sessions, due to any unforeseen circumstances, will be scheduled within the month following the 6 month period of scheduled training. However, existing financial terms will apply for rescheduled sessions.

5. INDEPENDENT CONTRACTOR

Both the organization and the trainer agree that the trainer will act as an independent contractor in the performance of its duties under this contract. Accordingly, the trainer shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the trainer's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

As per Income Tax rules, tax on training services for a Tax Filer is 3% and for a Non-Filer is 6%.



6. CONFIDENTIALITY AND DISCLOSURE

You shall treat all information, material, manuals, codes, policies and data and other documentation which comes to your knowledge or to which you gain access to during the course of your employment with NOWPDP or pertaining to NOWPDP's clients, partners, associated entities or other persons with whom the Organization has dealings as confidential (the "**Confidential Information**)."

You shall not:

- a) At any time disclose to anyone any Confidential Information or utilize such Confidential Information for any purpose other than for the benefit of the Organization in the course of your employment with NOWPDP hereunder;
- b) At any time (except for official use), you must not remove from the Organization's premises or make hard or soft copies of any memoranda, notes, records, codes, programs, proposals, software, database, computer diskettes, compact disks, files or other documents compiled by you or made available to you during your employment concerning the business of the Organization and/or its clients or any other persons with whom the Organization has dealings or that may contain any Confidential Information;
- c) If, during the course of your employment with the Organization, you accomplish or conceive any invention, creation, work or intellectual property in any form as a result of or relating to your employment with the Organization, the proprietary rights to such intellectual properties, including but not limited to patent, copyright, and other related rights or interests, shall be vested in the Organization. You shall promptly give the full details of any invention or improvement which you may from time to time make or discover in the course of your duties, and to vest the same in the Organization;
- d) You shall promptly, whenever requested by the Organization and in any event upon the termination of your Contract with the Organization, deliver to the Organization all documents, correspondence, papers, lists, files, records, disks, data and any other material in any form (whether in hard copy or soft copy form) which may have been prepared by you in the course of your employment with the Organization and all properties, assets and/or documents of the Organization which may be in your possession or use; and
- e) In the event that you breach any of the above stated clauses, the Organization has the right to terminate your Contract with immediate effect without assigning any reason whatsoever and without any warning/ notice. Furthermore, in the event that you breach any of the above stated clauses, the Organization shall also have the right to claim appropriate damages/ compensation from you.
- f) At the end of the Contract, you shall be required to return all of the Organization's property in your possession including any correspondence (in the form of hard or soft copies) conducted by you, officially or otherwise in connection with the Organization's affairs. You shall hand over physical charge to such employees as designated and authorized by the Organization.

7. TERMINATION OF EMPLOYMENT CONTRACT

- a) This Contract may be terminated by the Organization at any time, by giving you one (01) month's prior written notice or one (01) month's pay in lieu thereof.
- b) The Employee and the Organization may terminate this Contract at any time by mutual agreement to be recorded in writing.



- c) Should you have any unpaid or pending obligations to the Organization, including any expenses which the Organization may have incurred for any intellectual expeditions which you might have undertaken, during the course of your employment or any unofficial expense, monetary or otherwise, upon termination of your Contract for any reason or cause, you expressly agree and authorize the Organization to make the necessary deductions from your Gross Salary and any other amounts or benefits that may be due towards you, to effect settlement or payment of your unpaid or pending obligations. This is without prejudice to the right of the Organization to effect settlement or payment of your obligations through other legal means should the Gross Salary and any other amounts or benefits due to you are insufficient to cover your unpaid or pending obligations.
- d) No notice shall be required by the Organization to terminate your employment under this Contract in the event that your employment is terminated on the grounds of misconduct (as stated below), fraud, gross negligence, willful neglect of duty, breach of any of the Organization's policies or procedures or any other such dereliction of duty.

8. TERMINATION DUE TO MISCONDUCT

In the event of you being found guilty of violation of NOWPDP's Code of Conduct or such misdemeanor which is likely to affect the reputation/ the working of the organization/any other act or any breach of the terms and conditions stated herein, the Organization shall be entitled to terminate your services in accordance with this Contract and by giving you twenty four (24) hours' notice.

9. GENERAL



- a) The organization is not responsible for any payments to you unless specified under this contract. In particular you should note that the contract does not provide for any contribution from the organization to a pension fund or other social benefits, nor is there provision for any additional payments on termination of this contract.
- b) If you shall be guilty of any neglect of duty or misconduct (which expression shall be deemed to include conduct in public or in private, which in the opinion of the organization is or is likely to be prejudicial to its interest) or if you shall commit any breach of the obligations of your appointment, it shall be lawful for the organization to terminate your employment without notice, and in such circumstances you will not be entitled to any compensation for termination of your employment.
- c) It is understood that your responsibilities will involve travel, especially to the projects funded by the organization.
- d) You will not at any time, either during your employment or after the termination of such employment, except with the written consent of the organization, utilize or divulge to any person or persons any information which you may acquire in the course of your employment with the organization which may be directly or indirectly detrimental to the interest of the organization. It is clearly understood that disclosure of any proprietary or confidential information will be considered to be detrimental to the interest of the organization.
- e) Except during authorized holidays, you will devote to your duties the whole of your time and attention and you will not become interested or engaged directly or indirectly in any trade, business or occupation whatsoever.



f) Notwithstanding anything contained in this contract, the employment shall be subject to rules and regulations of NOWPDP as in form or amended from time to time.

g) The terms of this offer are truly private. These are the basis of a contract between you and NOWPDP and are strictly confidential. You should, therefore, refrain from discussing these terms with any person whatsoever.

 www.nowpdp.org  [NOWPDP](https://www.facebook.com/NOWPDP)  [NOWPDP](https://twitter.com/NOWPDP)  info@nowpdp.org

 NOWPDP House, Bungalow No.83/1 N I Line Saghir Hussain Shaheed Road, Saddar, Karachi 74400  021-32294527-28

Approved under clause (c) of sub section (36) of section 2 of the Income Tax Ordinance, 2001

NOWPDP is certified by the Pakistan Centre for Philanthropy (PCP),
and is also a member of the Provincial Council for Rehabilitation of Disabled Persons (PCRDP), Government of Sindh.
NOWPDP is also accredited for the Conference of State Parties to the UN Convention of Rights of Persons with Disabilities (CRPD).



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Yours sincerely,

Khushbakht

Khushbakht Khan
Manager – Resource Mobilization



I have read the foregoing letter and I accept the offer on the conditions outlined above.

Signature

Full Name:

Dated:

 www.nowpdp.org  NOWPDP  NOWPDP  info@nowpdp.org

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