**Employment Agreement: (Contract Basis)**

THIS AGREEMENT made as of the 04th January 2024 at Islamabad between CHIP Training & Consulting (CTC) (hereinafter referred to as employer), having its head office at Islamabad and Saman Mughal having CNIC # 1730166639106 and Resident of Peshawar (hereinafter referred to as Employee).

WHEREAS, The Employer agrees to employ Employee, and Employee accepts employment with the Employer, on and subject to the terms and conditions set forth in this Employment Agreement.

THEREFORE, in consideration of the agreements contained in this Employment Agreement, the parties, intending to be legally bound, agree as follows:

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| **1** | **Position:** |
| 1.1 | The employee will be designated as Project HR Officer at CTC Grade-4 - for CHIP Training & Consulting (CTC). Employee shall be responsible for performing the duties as described in Appendix A attached hereto and made a part hereof. |
| 1.2 | Employee agrees that he will serve the Company faithfully and to the best of his ability during the term of employment, under the direction of the Board of Directors of the Company. |
| 1.3  1.4  **2**  2.1  2.2  2.3  **3** | The employee shall be reporting to Project Coordinator at Islamabad.  The employee will be based in Peshawar as per employer’s policy and requirement and shall be required to travel extensively within assigned geographic area or to other areas if instructed.  **Working Hours and Leaves**  The Employee shall be required to work on a full-time basis five days a week. However, the working hours and days mentioned above are not final and the employee will be expected to work beyond the standard working hours and on weekends as well to achieve the deliverables or whenever the job so requires.  The employee will be entitled to Twenty (20) working days paid leave per year (5 days per quarter) on account of annual/casual/medical etc.  The leave cannot be en-cashed either yearly or at the end of employment.  The employee will be entitled to Gazette holidays declared by Government of Pakistan.  **Salary** |
| 3.1  3.2  **4**  4.1  4.2  4.3 | The employee will be paid the following salary and benefits subject to withholding tax.   1. A monthly Gross Salary of @ PKR 80,000/- subject to withholding tax per month. 2. A Post-paid sim with a limit of PKR 2,000/- per month for official use. 3. Death and disability Insurance cover @ PKR 3,000,000/- 4. EOBI Benefits.   While the employer will deduct due income tax and make all other legal deductions from any remuneration paid to the employee, it will essentially remain employee’s responsibility to keep his/her tax affairs in order.  **Term**  The Employer will employ the Employee pursuant to this Employment Agreement effective as of 04th January 2024 to 31st March 2024.  The employment of employee will be at-will, meaning that employment may be terminated by either party at any time in accordance with the provisions of Article 5.  The Employment Contract may further be extended for another three or six months depending on continuity of position as per instruction of employer’s principal contractor and satisfactory performance and maintaining of high moral and ethical standards. |
| **5**  5.1  5.2 | **Termination**  During the course of employment, either party may terminate this Employment Contract by giving notice period of one month or salary in lieu of notice period.  The notice clause doesn’t apply in case if the contract is expired and either party is not willing to extend it further. |
| 5.3  **6** | The Employer also reserves the right to terminate the contract of Employee subject to the application of show cause and due process if it is found that the employee is;   1. Working with other organization as employee or any other capacity for gain or otherwise. 2. Undertaking any Academic Program or trainings etc. on a regular or part time basis. 3. Involved in political activities, platform, or has affiliation with any political party. 4. Not performing the job functions as outlined in the (Annex- A). 5. Involved in any “Misconduct” including but not limited to sexual harassment (Annex- B) etc. 6. The employee shall strictly adhere to and comply with the SOPs related to the prevention of sexual exploitation and abuse, if an employee is found guilty of involvement in any form of SEAH with anybody include organizational personnel, community, child, vendors, consultant or any other related it shall lead to termination of the contract or other appropriate actions with immediate effect.   **General Terms of Employment** |
| 6.1  6.2  6.3  6.4 | The employee will abide by the employer’s Employee Service Rules for CTC Staff (ESR for CTC Staff) as well as other applicable administrative rules and regulations, procedures and principles of conducting business and policies and practices which forms an integral part hereof.  The employee will perform all the duties with utmost honesty, diligence and dedication. If at any time the employee feels there is a conflict of interest in any particular transaction, or event, he/she will immediately bring such conflict of interest to the notice of concerned staff member of the employer who shall in turn coordinate with the principal contractor.  The employee will not publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the employer’s affairs without written permission from the Employer.  During the course of employment, the employee may come across or be a party to confidential information concerning any stakeholder engaged in CTC Projects. The employee shall not during the term of the employment disclose or allow the disclosure of any such confidential information, except in the proper conduct of employment. |
| 6.5  6.6  6.7  6.8 | It is the responsibility of the employer to issue an identity card as well as visiting cards on a standardized format. The employee cannot get such cards printed and to be used on his/her own.  The employee shall not be allowed to apply for any COMNet/CBV and any CTC project position unless a) a period of one year has been elapsed since his/her departure from CTC or b) a prior approval has been sanctioned by the competent authority.  This employment letter contains the entire agreement between the employee and the employer and supersedes all prior arrangements and understandings whether written or oral with respect to the subject matter hereof.  This agreement will be construed in accordance with and be governed by the laws of Pakistan and all the disputes shall be subject to exclusive jurisdiction of Courts/tribunals in Islamabad Capital Territory. |
|  | ***Both the Employer and the Employee represent and agree that they have carefully read and fully understand all of the provisions of this Agreement and entering into this Agreement with the intent to be bound by its terms and conditions.***  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **HR Department**   |  | | --- | | **Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **Saman Mughal** | | **CNIC: 1730166639106** | |  |   **CHIP Training & Consulting** |
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