

IN-EMPcon03

UK deputation service agreement

This agreement is dated: [date]

The employer is: [company name] ["the Employer"]

Employer's address is: [company address]

Employee name: [employee name] ["the Employee"]

Employee address: [employee address]

The terms of the agreement are:

1. Start and continuity

- 1.1 The employment of the Employee with the Company started on [date]
[].
- 1.2 The Employee understands that he has been employed for a critical project which would
.
- 1.3 At the request of the employee, the employer has agreed to send the employee on an overseas assignment based in the United Kingdom and the employer shall continue to incur considerable expenditure for this purpose and
.

2. Assignment on critical project

- 2.1 The Employer at the request of the Employee has agreed to involve the Employee for the critical project for the client based in United Kingdom and the Employee agrees and undertakes this assignment
.
- 2.2 The Employee further agrees that this assignment would involve working on a project onsite at the client's location and/or offshore or at
.
- 2.3 The Employee agrees and understands that the Employee will be deputed Onsite for the purpose of, including but not limited to, understanding of the project requirements as this forms a critical step

in providing services from an offshore development & Support Center, learning the clients system, for gaining overseas exposure and international experience, and further to work on the critical project by transiting the work

- 2.4 The Employee further agrees to be in continuous employment with the Employer for the minimum period equal to twice the period of his/her Onsite deputation or six months , ["].
- 2.5 For the purpose of this agreement the Employee will be considered to be deputed onsite from the day of his/her entry in United Kingdom as evidenced by the Stamp entry in the employee's passport. For the purpose of this contract the Employee will be

3. Defaults and its consequences

- 3.1 The Employee agrees and undertakes to assist the Employer by providing true, correct and necessary information and documents required for such a renewal and will sign all the appropriate application forms
- 3.2 The Employee's failure to comply with the aforementioned requirements will be a breach of this contract by the Employee and the Employee shall be liable to pay to 3 . 3 .
- 3.3 Notwithstanding anything to the contrary contained herein the Employee recognizes that the Employer has spent substantial time and money in securing visa, air travel etc. and also recognizes that based on Employee's commitments under this agreement, the Employer has made commitments to its clients to complete the project in a stipulated time. Breach of this agreement would seriously impact the ability of the Employer to deliver services, delay, low productivity & cause not only irreparable financial harm but also harm the goodwill and reputation of the Employer in the international market. Having full knowledge of this, the Employee undertakes to complete the term of overseas assignment

as stated in clause 2.5 above and return to India at the instance of the Employer and also continue in employment of the employer at least for a period of "Total Minimum Duration of Service". In the event of failure to serve for 'Total Minimum Duration of Service' or should the employee terminate this agreement anytime during the 'Total

3.1 []

· · , ,
· ,
·

- 3.4 The Employee agrees and undertakes to reimburse the Employer all legal fees and other costs incurred by the Employer due to any breach of this agreement by the Employee, including but not limited to

/ .

4. Job Title

- 4.1 The Employer has employed the Employee, for the purpose of this contract, from the date specified [].
- 4.2 The Duties will include all lawful instructions given to him/her by the Employer and/or the Employer's - .
- 4.3 The Employee will be originally based in [London], however, he/she agrees that he/she will reallocate where ever he/she is required to do so [worldwide] by the Employer. The Employer agrees that, ,

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5. Duties

The duties shall be such duties and powers in relation to the business of the Employer as are outlined in Schedule 'A' annexed to this agreement, which may from time to time be assigned or vested in the Employee ["the Duties"].

The Employee shall perform the Duties to the best of his/her ability and in the best interest of the Employer and

/

6. Remuneration

The Employer shall pay the Employee at the rate of [£] per annum subject to the deduction of income tax and any other applicable taxes under the laws of the United Kingdom,

[/

].

,

[£]

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,

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7. Hours of Employment

The Employee's normal hours of employment shall be 40 hours a week [net of].

,

8. Holidays

8.1 Paid leave [Holidays] entitlement of the employee

, 20

.

8.2 Employer's HR representative in India

.

8.3 Number of days leave accumulation will be credited depending on the duration of employment

[6]

,

[10]

9. Pension

There is no Company Pension Scheme.

10. Disciplinary and Grievance Procedure

The employment of the Employee will

11. Termination of employment

The Employer may by write notice terminate this agreement

11.1 The Employee fails to comply with his/her duties and obligations as set out

[28]

11.2 The Employee becomes unable to carry out his/

11.3 The Employee becomes of unsound

11.4 The Employee is convicted of a criminal offence

11.5 The Employee becomes bankrupt, has a receiving order made against / , /

12. Intellectual Property

All intellectual property rights, including copyright, patents and trade secrets associated with any ideas, concepts, techniques, inventions, pricing, pricing

information, process or works of authorship developed or created by the Employee during the course of his/her employment with the Employer or its clients shall be the exclusive property of the Employer or its clients. The Employee shall

13. Equality of opportunity

It is the policy of the Employer to promote equal opportunity in employment for

14. Return of property

On termination of this agreement or upon demand of the Employer or its Clients (whichever is earlier) the Employee shall deliver up to the Employer or its Clients all keys, pass card, identification

15. Employee Declaration

15.1 The Employee understands that his/her employment with the Employer has come about in part

/ / .
 ,
 .

15.2 The Employee also acknowledges that in the specific areas of medical fitness for the work [he/she](#)

, /
 ,
 /
 .

15.3 During the period of Employment, the Employee understands that [he/she](#) has a general duty to protect the assets and

16. Miscellaneous

16.1 This agreement supersedes and is in substitution of any

.

16.2 Any dispute arising between the parties to this agreement and if not resolved by ,

, 1996 .

16.3 This agreement shall be construed and governed according

.

16.4 Each of the clauses shall be treated as equal in effect. In the event of any clause being found contrary to ,

,
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16.5 Any notice to be served on either of the parties by the other shall be sent by prepaid first class post or by facsimile and shall be deemed to

be received by the addressee within seventy two hours

[/].

/

[7]

/

/

The parties have signed and

SIGNED by [Name and Designation] of

Employer in the presence of;

SIGNED by [Name] of

Employee in the presence of:

SCHEDULE 'A'

Job Title: SOFTWARE ENGINEER

Job Description

Disciplinary and Grievance Procedures

/

/ .

/ [].

:

- Bad time-keeping
- Low work output
- Careless or inaccurate work
- Unsuitable dress
- Rudeness to others including other employees
-

- Unauthorized absence [\[other than illness\]](#)

- , .
- ,
- ,
- ,

- / .
- Dishonesty
 - Falsification of records or accounts
 - Theft
 - Unauthorised disclosure of confidential information
 -
 -

- Fighting
-
- Behaviour classified as Harassment
- An act likely to bring the Employer into disrepute
- Conduct of a nature likely to give serious offence
- Misappropriation of the Employer's or their client's property
-
- records and equipment
- Receiving a custodial sentence
-

SIGNED BY

The Employee

Explanatory notes:

UK deputation service agreement

General notes:

1. This document has been drawn using the word "Company" as the employer. However, the applicable law applies to all employers, so you may safely use your word processor to search and replace "Company" by " ", " "
2. You are advised to amend this document only so far as to make it applicable to the specific contract of an employee.
3. A job title is not strictly required; a job description is. If the description is short, it can be stated in the contract. If it is contained in another document,
4. Holiday provisions need to be thorough but simple. Complicate formulae lead to misunderstanding. The provisions relating
5. The period pertaining to 'Total minimum duration
6. Contract signature - The agreement should be signed, in so far as possible, on a hard copy; a witness to
7. This particular document has been designed to protect both the parties, however, is inclined more in favour
8. Currency of payment may be altered depending upon the agreement between the
9. Jurisdiction for

- ## End of notes