

IN-EMPcon08

## Employment contract: software engineer

**Date:** [Date]

**Name:** [Name]

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This contract is dated: [date]

The Company is: [company name] (“the Company”)

The Company’s address is: [company address]

The employee is: [employee name] (“the Employee”)

The employee’s address is: [employee address]

Now therefore, the parties hereto agree as follows:

## 1. Employment:

1.1. The Company hereby employs the  
,

1.2. The Employee agrees that, throughout the term of this agreement,  
he/she will devote his/

1.3. The employee may invest in other businesses, provided he/she  
/ [ 5 %]

## 2. Duties & Responsibilities

The Employee shall be responsible for:

2.1. Software analysis, design, development, study of existing  
code/systems, follow various standards and  
,

2.2. The responsibilities will not be limited to the above, and the employee  
will be responsible

2.3. The Employee shall also perform:

2.3.1 Such duties as are

;

2.3.2 Such other unrelated services or duties

2.4. The Employee agrees to devote [his/her](#) full time and energy to the Corporation, and

/

/

;

2.5. The foregoing shall include the Employee using best efforts

,

;

2.6. The Employee shall provide Company with all suggestions, information and

,

;

2.7. All such information, recommendations and information will be deemed

,

### **3. Hours of work and place of work:**

3.1. The Employee's services shall be rendered in such number

;

3.2. Such services shall be rendered at [\[address\]](#) and

( )

### **4. Representation**

4.1. The Employee further warrants and represents that [he/she](#) is not

;

4.2. The Employee agrees to hold harmless and indemnify the Company from and against all loss, cost and expense, including

## 5. Company's Authority

5.1. The Employee agrees to observe and comply with all oral or written rules,

5.2. The Employee specifically

5.2.1 the acceptance or

5.2.2 the amount of the commissions

5.2.3 final approval of consulting services

## 6. Ownership of business and information:

6.1. The Employee specifically acknowledges that any and all business information to which the Employee has access by virtue of his/her relationship with the Company, including but

6.2. All such proprietary information shall, at all times, remain the property

6.3. It is understood and agreed that the foregoing is applicable

## 7. Basic Compensation:

As annual compensation (cost to the Company) for the Employee's services, the Company shall pay the [ ] 7th

## 8. Vacation:

8.1. The Employee shall be entitled, each year, to [fourteen ( 14 )] ( 5)] ( ) [ ( )];

8.2. Vacation time (PL) shall be

8.3. Requests for vacation (PL) shall be submitted [ ( 30 )];

8.4. Unused vacation time (PL) may be accumulated by the Employee and utilized [ ( 10 )] ( ) ;

8.5. Requests for casual leave ( ) 1 ;

8.6. Casual leave cannot  
;

8.7. Unused casual leave( )  
.

## 9. Fringe Benefits:

9.1. In addition to the salary and  
:

9.2. Disability Benefits:

9.2.1 In the event that the Employee becomes disabled and is unable to attend to his/her normal duties as an  
/ , /  
/ ,

[ ( 2 ) ] ;

9.2.2 In the event that such disability continues beyond said [two (2)]  
),  
[ ( 2 ) ] ,  
;

9.2.3 In the event the Employee remains disabled at the end of  
[ ( 4 ) ] ,  
 ,  
;

9.2.4 For purposes hereof, disability shall be deemed to  
/  
;

9.2.5 If the Employee returns to full time active performance of his/her duties following a period ,  
 ,  
[ ( 30 ) ] ;

9.2.6 In that event, the Company shall only be responsible for payments pursuant to ,

9.2.7 Should the Employee become permanently, totally or partially disabled, and is no longer able /

[ ( 14 ) ]

9.2.8 Nothing herein contained shall be deemed

9.2.8.1 Totally or partially disabled for purposes hereof shall mean the inability of the ,

9.2.8.2 Should the parties not agree whether the Employee is either totally or partially disabled to an /

9.2.8.3 Should the parties be unable to agree on the choice of physician ,

### 9.3. Expense Reimbursement

9.3.1 The Corporation agrees to reimburse the Employee for out-



9.3.2 In the event the Employee anticipates an ,

#### 9.4. Public Holidays

The following are ten (10) public holidays that are included in the Corporation's policy :

, ( 2 , & ), ,

### 10. Duration and termination:

10.1.

10.2. 1

10.3. 1

10.4. ,

10.5. /

### 11. Arrangements during notice period and at relieving:

11.1.

/

11.2. ,

11.2.1

( - );

11.2.2

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11.2.3

11.3.

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## 12. Confidentiality:

12.1.

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12.2.

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12.3.

12.4.

12.5.

### 13. Covenant not to compete and not to disclose:

13.1.

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[ ]

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13.1.1

, ,

13.1.2 ; / [ ]

6 ); [

13.2. / [ ]

13.3. [ ] /

13.4. [ ] /

**14. Reasonableness:**

## 15. Injunctive relief:

15.1.

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15.2.

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15.3.

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## 16. Severability

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## 17. Company's right to offset

17.1.

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17.2.

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17.3. ,

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## **18. Amendment to the agreement**

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## **19. Entire understanding**

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## **20. Successors and Assigns**

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## **21. Waiver**

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## 22. Notices and Service

## 23. Headings

## 24. Governing law

Signed by [name] for [the Company]

Signed by the employee to confirm that he/she agrees to all the terms:

Witness to the signature:

Name:

Address:

## Explanatory notes:

### Employment contract: software engineer

## General notes:

1. This document has been drawn using the word "Company" as the Company. However, the applicable law applies to all Companys, 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. Holiday provisions need to be thorough but
4. The provisions relating to holiday entitlement after giving notice prevent a
5. The notice periods can be
6. The notice period is a time when co-operation may be short. It may be
7. We have attempted to fix most probabilities that may be relevant under the heading fringe ; , ,
8. We have fixed issues relating to confidentiality, non-compete and non-
9. Contract signature - a witness to



**End of notes**