

IN-EMPcon19

Employment Contract: executive director

Dated: [Date]

Name: [Name]

Contents

1. Definitions
2. Entire understanding
3. Start and continuity
4. Job title and job description
5. Place of work
6. Hours of work
7. Salary
8. Expenses
9. Privilege leave
10. Sickness and sick pay
11. Pension
12. Health insurance
13. Liability insurance
14. Company car
15. Staff handbook and company policies
16. Director's responsibilities
17. Other business or employment
18. Disciplinary and grievance procedures
19. Confidentiality
20. New intellectual property
21. Garden Leave
22. Termination of employment/Termination of fixed term
23. Arrangements during notice period
24. Summary termination
25. Procedure after termination
26. No competition
27. Reconstruction or amalgamation
28. Data protection
29. Miscellaneous matters

Schedule 1 Bonus system

This contract is dated: [date]

Your employer is: [Company name] (“the Company” “ / ”)

Your employer’s address is: [Company address]

You are: [employee name]

Your address is: [employee address]

The contract terms are:

1. Definitions

In this agreement:

“Board” means the board of directors of the Company.

2. Entire understanding

2.1. Except as noted below, this agreement contains the entire understanding between you and us and supersedes all previous agreements and arrangements (if any) relating to your employment.

2.2. In agreeing this contract we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, you will be in

2.2.1 Your curriculum vitae / resume, sent to [];

2.2.2 certificates of education showing school and university qualifications and in particular that you have achieved a [master of arts] [];

2.2.3 your statement that you have qualified as a [trade or profession] [].

3. Start and continuity

- 3.1. Your employment with the Company starts / [].
- 3.2. [Your employment is for a fixed term of [number] []].
- 3.3. No employment with any other employer counts towards your continuous .

OR

- 3.4. Previous employment with [name of employer] from [date] to [date] counts as [].

AND, in both cases,

- 3.5. This contract is conditional on approval by the shareholders of .

4. Job title and job description

- 4.1. Your job title is [job title]
- 4.2. Your main tasks and responsibilities are set out .
- 4.3. You now agree that we may change your job description or ask you to do a different job of a similar status and requiring similar skills. We may also ask you to perform duties additional to those now envisaged or those actually undertaken at . ,
- 4.4. Your duty is to perform your job to the best of your ability and to comply with the .
 - 4.4.1 hold any office and/or other appointment in or on behalf of ;
 - 4.4.2 report to the [title / chief executive / Board] as often as necessary to keep them fully

4.4.3 You agree to do all in your power to promote develop and extend the business of the Company and in all respects conform to and comply with the proper and reasonable directions [/ /].

4.4.4 comply with all rules or codes of conduct required by any regulatory body in

5. Place of work

5.1. Your normal place of work is [address] but we reserve the right to change 25

5.2. You agree to work anywhere in the Republic of India as the Company may

5.3. If the Company requires you to work permanently at a place which necessitates a move from your present

6. Hours of work

6.1. Your normal hours of work are [9.00 am to 5.30 pm]

6.2. It is in the nature of your job that the task on hand

7. Salary

7.1. Your salary is Rs [0000] per annum payable in equal monthly [] 28th 28th

7.2. You will

7.3. Your salary will be reviewed annually by the Remuneration Committee.

7.4. [The Company operates a []
1].

OR

7.5. The Company may pay you a

7.6. The Company may at any time during your employment and after

8. Expenses

8.1. The Company will reimburse to you all reasonable expenses

8.2. The Company reserves the right to change this arrangement so

8.3. So far as the Company provides credit

8.3.1 keep the card safe at all times;

8.3.2 notify the issuing company and

8.3.3 comply with

8.3.4 avoid using the card for any service

8.4. The Company will re-imburse

9. Privilege leave

9.1. The Company's holiday year commences on [1 January] and expires on [31 December].

9.2. You are [15]

9.3. At a minimum, you must give us notice of twice as many days as
(
,
,
).

9.4. You will be entitled to carry over []

9.5. During the first three months of employment we request that you do not take , .

10. Sickness or other absence and sick pay

10.1. You are entitled [10] .

10.2. If you are unexpectedly absent from work for any reason you must inform us of the reason for your absence and likely duration

10.3. If you are absent from work due to sickness or injury for more than three days (including weekends) you must provide us with a medical

10.4. Medical certificate

11. Pension

11.1. [The Company does not offer you a pension scheme. You are](#)

[OR](#)

11.2. [These are](#)

:

12. Health insurance

12.1. The Company will pay the premiums on a

12.2. The Company reserves the right to

12.3. The Company is not itself liable

13. Liability insurance

The Company will take out insurance against liabilities in connection

14. Company Car

14.1. The Company will provide a car for your business

14.2. You must comply with Company car

14.3. When your employment terminates, you agree to return

14.4. You agree to take good care

14.5. You agree that the final payment

OR

14.6. The Company will not provide you with a car. Instead the Company will pay you a monthly car allowance of Rs [n]

14.7. Your car allowance will be

14.8. Your car allowance is fully

15. Staff handbook and Company policies

15.1. You now acknowledge that you have been given a

:

15.1.1 health and safety;

15.1.2 equal opportunities and non-harassment;

15.1.3 computers, email, Internet and communications;

15.1.4 company vehicles;

15.1.5 data protection.

15.2. You may not smoke anywhere during working hours. Outside working hours, you may

15.3. Insofar as any of these policies imposes an expectation of behaviour on you

15.4. You accept the importance for the Company in maintaining and enforcing fully up-

16. Director's responsibilities

16.1. Whilst ever you

:

16.1.1 not do anything that would

;

16.1.2 acquire and retain any qualification

;

16.1.3 not directly or indirectly receive or obtain any discount, rebate, commission or other ()

, , ;

16.1.4 not at any time

;

16.1.5 fully acquaint yourself with, then, for yourself and so far as possible for your spouse and ,

;

16.2. [\[If at any time you believe it is necessary to take independent legal advice as to](#)

, - [5 ,
000]].

17. Other business or employment

17.1. You must devote the whole of your ,

.

17.2. You may not under any circumstances do

.

17.3. You may not do other work (even voluntary work), or engage in any other business

.

.

17.4. You may not take or retain ownership of any interest in any business whether or not competitive with the business of ,

[5] %

18. Disciplinary and grievance procedures

18.1. The formal grievance procedure need not be your first step in bringing to our

18.2. If you believe something we do or fail to do entitle

19. Confidentiality

This paragraph is very important to our Company . You should read it carefully and ask

19.1. In this paragraph, "Confidential "

19.1.1 information about staff,

19.1.2 our businesses, methods

19.1.3 information about suppliers agents distributors and customers;

19.1.4 information about the Intellectual

19.2. "Intellectual Property" means "Intellectual Property

19.2.1 Intellectual Property

;

19.2.2 patents, trademarks, unregistered marks, designs, copyrights,

, , , - ,

,

.

19.3. You now promise that you will:

19.3.1 keep all records of Confidential Information only at

(

);

19.3.2 use your best endeavours

,

.

19.4. You now promise that you will not :

19.4.1 use for yourself nor divulge nor disclose to

(

)

;

19.4.2 store, copy, or use the

;

19.4.3 remove from Company's premises or copy or allow anyone

,

,

.

19.5. This paragraph does not apply to disclosure:

19.5.1 of information that it is reasonably necessary to disclose

;

19.5.2 made with the consent of the proper

;

19.5.3 of information or knowledge which comes

;

19.6. The provisions of this paragraph shall continue after termination of this
[5] ,

20. New Intellectual Property

20.1.

20.2. You now agree that you will:

20.2.1

;

20.2.2

;

20.2.3

;

20.3.

20.4.

21. Garden leave

21.1.

21.2. You will cease to carry out your duties.

21.3.

21.4.

21.5.

22. Termination of employment

22.1.

22.2.

22.3.

During your first year's employment:

[1 month];

After one year's employment:

[3 months];

22.4.

22.5.

23. Arrangements during notice period

23.1.

23.2.

:-

23.2.1

();

23.2.2

;

23.2.3

24. Summary termination

24.1. , ;

24.2. physical violence; or

24.3. serious bullying or harassment; or

24.4. deliberate damage to property; or

24.5. serious insubordination; or

24.6. misuse of the Company's property or name; or

24.7. bringing the Company into disrepute; or

24.8.

24.9.

;

24.10.

;

24.11. serious infringement of health and safety rules; or

24.12. breach of confidentiality; or

24.13.

;

24.14.

;

24.15.

.

25. Procedure after termination

25.1.

:

25.1.1

;

25.1.2

;

25.1.3

;

25.1.4

;

25.1.5

;

25.1.6

25.1.7

25.2. If requested by the Company, you will

25.2.1

25.2.2

25.3.

25.4.

25.5.

25.6.

26. No competition

26.1.

26.2.

26.3.

26.4.

26.5.

26.6.

26.7.

27. Reconstruction or Amalgamation

28. Data protection

(
)
[/]
/

29. Miscellaneous matters

29.1.

29.2.

29.3.

29.4.

[72]

[24]

29.5.

29.6. ,

.

Signed by [name] for [the Company]

Signed by you to confirm you agree to all the terms:

Witness to your signature:

Name:

Address:

Schedule 1 - Bonus system

Here explain the system, including:

- to whom it applies
- what triggers the bonus payment
- how the payment is calculated
- when the payment becomes due, and is made
-

Explanatory notes:

Employment Contract: executive director

General notes

1. It is sometimes thought that the office of director makes for a different sort of contract of employment. That is a relic from the days before modern law. Today, the obligations of an employer

However, a director is likely to be in a better position to damage the business of the company than most other employees, so you should not delete provisions intended to protect the company,

2. This document is 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 “Charity”, “”, “”, “”, “”.
3. You are advised to amend this document only so far as to make it applicable to the specific contract of an employee.

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

We have no comment.

2. Entire understanding

This paragraph prevents a party from later saying he was relying on some other document or

3. Start and continuity

It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly,

One of the most important decisions you will have made is as to whether to offer a

4. Job title and job description

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, then that document must be

We advise that for a director it is best to make the job description specific on the question of exact responsibilities but otherwise general. For example, it is not necessary to list all his statutory responsibilities. One area to cover

Provision for change is important. If it is not included in the contract, then any attempt by you to change the place or type

5. Place of work

The main purpose of this paragraph is to give the employer the right to move the director around. If frequent moves may be

6. Hours of work

In India, officially working hours are 48 hours per week. If employees are required to work more than the prescribed minimum working hours, they are normally

7. Salary

Necessary provisions. The last enables deductions which would

8. Expenses

We have no comment.

9. Privilege leave

Leave policy varies from organisation to organisation and it depends on the type size & few other factors of the organisation. Privileged Leave(PL) is also known as Annual Leaves. As the name suggests an employee is entitled to take PL on completion of one year continuous service with an organisation.

As per the Factories Act an employee in

1

20

/

240

12

10. Sickness and sick pay

Sick leave provides pay to employees when they are out of work due to illness.

11. Pension

We have not attempted to set out

12. Health insurance

We have no comment.

13. Liability insurance

We have no comment.

14. Company car

We have no comment.

15. Staff handbook and company policies

It is an excellent idea to have and maintain a comprehensive staff handbook. Good practice is to hand a personal copy to each

16. Director's responsibilities

There are many matters which you could include here if important to you. We advise that you include only those matters which relate strictly to this employment, and use a

17. Other business or employment

Edit to your exact requirement

18. Disciplinary and grievance procedures

The procedure for taking disciplinary action against any delinquent employee must be based on principles of “natural justice”

- the employee proceeded against has been informed ;
- the witnesses are examined ordinarily in the presence ;
- the employee is given a fair - ;
- the employee is given a fair opportunity to examine his own , ;
- the enquiry officer .

19. Confidentiality

Because this provision is so important to most organisations,

20. New intellectual property

This is an area which may be irrelevant or may be essential immediately.

21. Garden leave

If you need to enforce this provision it is likely to

22. Termination of employment

This and the next paragraph are alternatives depending

23. Arrangements during notice period

When a director is under notice, the relationship suffers,

24. Summary termination

At Net Lawman we hate lists in legal documents.

’ ”,

Despite this precise list, it is still essential to investigate

25. Procedure after termination

Substantial deletion may be required. Care should be taken in looking to future to consider what this director might

26. No competition

Provisions against competition are contrary to national policy. To be effective they must not be unreasonable. Reasonableness depends on the circumstances. We cannot therefore say that

27. Reconstruction or amalgamation

This

28. Data protection

This

29. Miscellaneous

A number of technically important

Contract signature - a witness to

End of notes