

Kingdom of Cambodia
Nation Religion King



Employment Contract

This Employment Agreement (referred as “Agreement”) is made on [To insert the starting date] between and by:

[To insert the company’s name], having registered number [To insert registered number] and having registered address at [To insert the address of the company] Phnom Penh, represented by [To insert the name of representative], holding passport number [*] issued on [*] (referred as “Party A or Employer”) and

[To insert the name of Staff], holding ID Card No. [*] issued on [*] having address at [*] (referred as “Party B or Employee”).

Hereinafter Party A or Employer and Party B or Employee agreed to sign this Agreement in accordance with the labor law of the Kingdom of Cambodia as the followings:

Clause 1: Term and Termination Term (Fixed Period or Unfixed Period)

- Party B agreed to register and work with [To insert the company’s name] known as Party A in the position as [To insert the position] within the period of 1 year from [Starting date] to [Ending date] (Fixed Term).
- Party B agreed to register and work with [To insert the company’s name] known as Party A in the position as [To insert the position] in the Project of [To insert the specific project s/he work on] (Unfixed Term)
- Party B understood and acknowledges that there will have a 3 months period as his/her probation period starting from the [To insert the probation period], in case Party B cannot perform his/her work properly, Party A shall have a full rights to finish this Employment Contract immediately without any notice in advance to Party B.
- In case that Party B has pass the Probation Period, the Party B shall continue to perform his work until his/her termination period.
- Party B agree and acknowledge that the Party A shall have a full right to notice to Party B within 1 month in advance before the termination of the Employment Agreement whether the Party A shall continue to hire Party B or terminate Party B to this Agreement.
- In the event that Party B would like to resign from his/her position, s/he should notify to Party A 1 month in advance, except for the serious sickness or in any trouble which cause Party B to be disability to perform his obligation for Party A.

Clause 2: Monthly Salary and its Term of Payments

- Party B should receive an amount of USD [To insert the salary] ([*] dollar of the United States) per month and USD [*] as a bonus per month. This amount is included the salary tax. The increasing of the salary shall be considered by the Party A in accordance with his/her working performance.

- Pursuant to the Circular of Ministry of Finance and Economic N. 011 SHV dated 28th December 2018 stated that the Parties conditionally understood and acknowledges that the monthly salary should open every 2 week.
- Event there is a clause above, the Party B agree to touch the salary at the end of each month and Party A agree to pay full monthly salary to Party B as mentioned above.

Clause 3: *Working Hours*

- Party B shall work [5 (five) days per week except weekend or 6 (six) days per week except Sunday] or [40 (forty) hours/48 (forty eight) hours] per week and shall be entitled to have a day off in accordance labor law and other relevant regulations of the Kingdom of Cambodia.
- Party B shall not disclose or spread all or any information related to the working project and/or company information to other competitor or any other company who not involve in the project or any third party.
- Party B shall respect the working hours and shall execute in a good manner the internal rules of the Party A as well as the labor law and regulations, traditional custom of the people around and shall not involve or a party in any political party.

Clause 4: *Guarantee and Obligation of Party A*

- Party A agreed to recruit Party B as a staff in the company in accordance with the labor law of using Party B as a staff as stated in the regulation of the Ministry of Labor and Profession vocation.
- Party A guarantee to push the Party B to do a work permit and register as a foreign worker every year (Foreigner Employee).
- Party A shall open the salary to Party B as stipulated in this Agreement and shall not mention any inconvenient method to postpone or delay the salary or not open the salary.
- Party A shall be entitled to terminate the Party B from his position due to his negligence over the tasks performance or not apply to the labor law or any other regulations as required by the Kingdom of Cambodia.
- All or any work condition shall be stated in this Agreement and shall be adapted to the internal rules of the Company, labor law and other regulations in the Kingdom of Cambodia.
- All or any dispute occurred during perform this Agreement between the Party A and Party B, the Parties shall send to the Ministry of Labor and Professional Vocation. In the event that the Parties cannot reach the solutions, the issues shall be sent to the court of Cambodia.

Clause 5: *Other Clause*

- This Agreement shall be terminated or renew unless there is a mutual agreement between the Parties.
 - Each Parties shall be kept each of this Agreement.
 - This Agreement shall be turn into effect upon the signing of this Agreement.
- This Agreement is made in 2 copied in English.

Signature and seal

Signature and thumb print