**Contract of Employment**

No.: {{contract\_no}}

*Between*

**{{organization\_name}}**Represented by {{representative\_name}}, {{representative\_title}}

**Address**: {{organization\_address}}

**Tel**: {{organization\_tel}}, **Fax**: {{organization\_fax}}, Email: {{organization\_email}}

Hereinafter called “The Employer”

*And*

**{{employee\_name}}**

**Address:** {{employee\_address}}.

Tel : {{employee\_tel}}

Email: {{employee\_email}}

Hereinafter called “The Employee”

*It is hereby agreed as follow:*

**Position Title:**  **{{position\_title}}**

The employee commits to fulfill all the obligations as mentioned in the job description until the expiration of the contract.

**Duties:**

Employee’s duties and responsibilities are detailed in the attached job description and key performance indicator, which will be amended from time to time and signed as having read and understood.

**Start Date:**

This contract will begin on{{start\_date}} until {{end\_date}}.

This is the {{contract\_type}}.

**Working Hours:**

{{working\_hours}}. Extra hours may be required and compensated as compensatory leave.

**Remuneration:**

* **Salary**

The gross salary of the employee is **US$ {{salary\_amount}} ({{salary\_grade}}) per calendar month** ({{salary\_amount\_words}}).

The Employer will pay the salary in the last week of the month by bank transfer. If it falls on the date of the weekend or holiday, the payment might be done in advance at the discretion of the employer.

The employer shall withhold tax and make payment to the appropriate authorities according to the laws and regulations of the Cambodian.

* **Benefits**

The following is a summary benefit and for more detail please refer to policies:

1. Medical Allowance: US${{medical\_allowance}} per calendar year will be monthly transferred with the salary to the employee’s bank account.
2. Insurance: Staff and immediate family members will get health and accident insurance. Furthermore, the staff is also covered by NSSF.
3. Child Education: US${{child\_education\_allowance}} per child per year, aged from 4-18 years old. For detail, See Personnel Policy for details of education allowance for school-age children
4. Severance pay: The employer shall provide severance pay, upon completion of employment with the NGOF, for all local employee who has worked with the NGOF with below percentage of salary received throughout uninterrupted employment with the NGOF:

* At least one year up to two years of employment shall receive 8.33% or 1.83 day of the total salary paid during the length of the contract which is included in the minimum requirement of 5% of the labor law.

1. 13th Month Salary: The 13th-month salary shall be equal to 100% of the current monthly salary.
2. Delivery Benefit: The employer will contribute to both male and female employees with the net amount of USD {{delivery\_benefit}} per birth delivery and USD {{delivery\_benefit\_miscarriage}} in case of miscarriage without the receipt, but only prescription/certificate by the Doctor.
3. Death of Direct Family members: The employer will contribute USD {{death\_benefit}} excluding tax deduction in the death of direct family members of the employee such as a direct parent, spouse, and children.
4. Public holiday: The employee follows the Labor Law and the official Parkas on public holidays issued by the Ministry of Labor and Vocational Training. The list of recognized holidays will be distributed to all employees and shared in the calendar for information by the Human Resource staff.
5. Leave: For the details of annual leave, sick leave, maternity leave, paternity leave, special leave, and other benefits and conditions, please refer to the Personnel Policies and Regulations of the NGO Forum.

**Term of Condition of Employment:**

The employee should understand that the employment of the staff is subject to donor funding being made available and that should donor funding be withdrawn or insufficient funds be generated in support of the project activity, program, it may become necessary to terminate your contract of employment prematurely. Your contract may also be terminated prematurely for good cause such as criminal conviction, gross or repeated serious misconduct, incapability, or incompatibility with the project, a program of the NGO Forum’s interests. Such termination will only take place after due and fair consideration as required and set out in the Staff Personnel Policies. This contract is subject to be amended and extended by the agreement of both parties.

The contents of the job description and regulations may be updated during the contract only through the agreement of both parties.

The employer shall be entitled to set off against any remuneration payable by the NGO Forum to the employee, any amount owed by the employee to the NGO Forum, or an amount equal to the value of any goods or property of the NGO Forum for which the employee is accountable and for which he/she has failed to account.

**Termination:**

The employer or the employee may terminate the contract with one week’s written notice in the probation period or one month’s written notice after the successful probation is confirmed. After the successful probation is confirmed if terminated by the employer without reason, the employer must pay either three months’ salary with compliance to NGO Forum Policies and Cambodian Labour Law.

**NGO Forum Related Policies Document:**

The employee must read, understand, and obey all contents of NGOF’s policies. Those include: 1)-Anti-Corruption and Conflict of Interest Policy & Procedures, 2)-Driving Policy, 3)-Gender Policy, 4)-Financial Procedure Manual, 5)-Medical Policy, 6)-Personnel Policy, 7)-Staff Development Policy, 8)-Child Protection Policy, 9)-Staff Association Policy, 10)-Safety and Security Policy, 11)-Volunteer Policy, 12)- Guideline for Advisors, 13)- Disability Policy and 14)-others policies adopted by the NGOF.

**Declaration:**

I have read this contract and attached job description and related policies, and agree to abide by their contents. The above thus agreed, drawn in duplicate, and signed, having initialed all pages of contract and annexes.

Employer: Employee:

Signature: .......................................... .............................................

Name: {{employer\_signature\_name}} {{employee\_signature\_name}}

Date: {{employer\_signature\_date}} {{employee\_signature\_date}}