|  |  |  |
| --- | --- | --- |
| hc\_req\_resume | | |
| **Column Name** | **Status** | **Description** |
| Offer Checker Status | 0 | WF is with delivery, not assigned to operations |
|  | 1 | It is with Operations department |
|  | 2 | Compliance WF moved to audit |
|  | 3 | When candidate rejects/insufficient the WF |

|  |  |  |
| --- | --- | --- |
| HC\_REQ\_RESUME\_EXTENDED | | |
| **Column Name** | **Status** | **Description** |
| WF Billing Status | 0 | Not assigned to audit |
|  | 1 | Assigned to audit |
|  | 2 | Rejected |
|  | 3 | Billing WF completed |
|  | | |
| Audit Status | 0 | Compliance WF not moved from opps to audit |
|  | 1 | Compliance WF moved to audit |
|  | 2 | Compliance WF completed/approved |
|  | 3 | Compliance WF rejected |
|  | | |
| GS Status | 0 | GS not initiated by OPPS |
|  | 1 | GS initiated |
|  | 2 | Opps will reassign to audit |
|  | 3 | GS rejected |
|  | 4 | Conditional GS |
|  | 5 | GS given |
|  | 6 | Post On boarding |

|  |  |  |
| --- | --- | --- |
| HC\_Candidate\_Audit\_Status | | |
| **Column Name** | **Status** | **Description** |
| Page Type Status | 0 | ‘Verify/reject’ option should be visible in audit |
|  | 1 |  |
|  | 2 | Page verified from audit |
|  | 3 | Page rejected from audit |

[SysDate]

[CandidateName]

[CandidatePAddress],

**Project Employment Agreement**

[Salutation] **[LastName]**,

Collabera Technologies Private Limited, Inc. is pleased to offer you employment w.e.f. **[JoinedOn]** under the following terms and conditions:

Your designation in the Company will be **[OfferedDesignation].** Your duties and responsibilities are outlined in **Annex “A”**, which is attached hereto and made an integral part of this Agreement. Your duties, responsibilities and work hours may change according to the needs of the Company. You recognize the right and prerogative of the Company to change your duties, responsibilities and work hours according to the Company’s needs. Any change shall also form an integral part of this Agreement as if agreed upon at the time you accepted this Agreement.

Your project employment shall commence from **[EstimatedStartDate]** until the completion of the phase of the Project in which you were assigned which shall be **[EstimatedEndDate]**, unless your project employment is sooner terminated in accordance with clause 6 of this Agreement. This Agreement will automatically terminate without need of severance payment to you upon the completion of the phase of the Project in which you were assigned.

Further, prior to providing services for the Company or to the clients of the Company, you have obtained or will obtain all proper documents, clearances and authorizations from the appropriate governmental authorities, and you are in good legal standing with respect of all work clearances and authorizations.

Moreover, you acknowledge and agree that notwithstanding the performance of any services to a client of the Company during your employment with the Company, you are not eligible to receive any compensation or benefits from any client of the Company and you shall not assert any employment claim, claim for employment benefits or any claim against any client of the Company.

**2. PROJECT AND JOB DESCRIPTION**

You shall be assigned as **[OfferedDesignation]**  on our client – **[ClientName]'s** project. Job Description relating to projects will be explained by Company Supervisors. Due to the dynamic nature of project you might be required to work in, you may be assigned to different schedules on different days as advised by your supervisors in the Company.

**3. COMPENSATION AND BENEFITS**

For all services you render, you shall receive a base salary as set forth in **Annex “B”**, which is attached hereto and made an integral part of this Agreement. The said salary shall be paid in arrears, one-half on 15th day of the month and the other one-half on last working day of the month.

Your salary shall be paid either in cash, by a bank check, by a bank transfer, or by other means as determined by the Company, from which shall be deducted, where applicable, Social Security System, Philippine Health Insurance Corporation and Home Development Mutual Fund (Pag-IBIG Fund) contributions, withholding taxes, and other mutually-agreed or government-mandated deductions to be borne by you.

Except for the taxes and contributions mandated by law to be withheld by the Company or for the government filings required by law to be made by the Company in connection with the salary and other compensation and benefits arising from this employment, all other taxes and contributions and filings shall be your responsibility and shall be made by you.

Notwithstanding any provision to the contrary, it is expressly agreed that any bonus, benefit or other payment given by the Company to you in excess of your base salary as stated in this Agreement shall not be considered salary that you are contractually entitled to, but as a discretionary payment that the Company reserves the right to discontinue or revise at any time, at its sole discretion. Furthermore, incidents when the Company gives any bonus, benefit or other payment in excess of the base salary stated in this Agreement shall not be considered as an established practice or precedent and shall not form part of those due and demandable under this Agreement.

The compensation package defined in this clause shall comprise all that is due to you and you shall not be entitled to any other amount or benefit.

**4. OVERTIME AND OTHER WORK**

You consent to render work outside your normal work schedule or in addition to your normal work hours, such as overtime work, whenever required by the Company. You further understand that overtime pay and any other premium pay for work rendered outside your normal work schedule or in addition to your normal work hours shall be paid only if such work is expressly requested or approved by your supervisor or manager and you are legally entitled to such overtime or premium pay under Philippine law. Otherwise, without prior approval or authorization, your base salary as stated in this Agreement shall be adequate compensation for all your work, including work that is outside your normal work schedule or in addition to your normal work hours, and you will not be entitled to any additional payment.

**5. COMPANY POLICIES AND DISCIPLINARY MEASURES**

During your employment with the Company, you shall observe and comply with all of the rules, regulations and directives of the Company as may from time to time be made or given.

You recognize the Company’s right and prerogative to impose disciplinary measures or sanctions, which may include, but are not limited to, termination of employment, suspensions, fines, withdrawal of benefits, loss of privileges, for any and all of your infractions, acts or omissions, irrespective of whether such infractions, acts or omissions constitute grounds for employment termination.

**6. TERMINATION**

Aside from the just and authorized causes for terminating employment enumerated in Articles 282 to 284 of the Labor Code of the Philippines and in other laws and notwithstanding any provisions to the contrary in this Agreement, the following acts and/or omissions shall, without limitation, similarly constitute just and authorized grounds for the Company to terminate your employment with the Company or to impose other disciplinary measures on you:

a) Violation of the policies, rules and regulations of the Company;

b) Commission of an act that results in the Company to lose confidence in your ability to satisfactorily perform your duties and responsibilities;

c) Misuse or abuse of the Company’s property, facilities and/or resources;

d) Commission of an act that may be considered as a crime or offense against a co-employee or the Company itself;

e) Failure to attain a satisfactory grade in two (2) consecutive performance evaluations made by the Company;

f) Disregard of the disciplinary measures or sanctions imposed by the Company;

g) Directly or indirectly participating, engaging and/or entering into unauthorized business arrangement involving products and/or services of the Company or products and/or services of the competitors of the Company;

h) Violation or breach of confidentiality of information belonging to the Company or its affiliates or clients;

i) Failure to meet the standards for employment; and

j) Other similar acts, omissions, and/or events.

The Company may terminate your employment for any of the foregoing grounds by giving you a written notice of its intention to dismiss you and the particular acts or omissions constituting the ground for your dismissal. Unless a shorter period is allowed under applicable law and the Company imposes the said shorter period, you may answer the charges against you within five (5) days from receipt of such notice.

If you refuse to receive the notice or to acknowledge receipt, delivery of the notice to you shall be considered completed after a copy of the notice is tendered to you.

The Company shall afford you an opportunity to be heard and to defend yourself with the assistance of a legal counsel, if you so desire. After giving you ample opportunity to be heard and defend yourself, the Company shall, if the evidence so warrants, serve on you a written notice of its decision on whether to terminate your employment.

In the event that you wish to terminate your employment for any reason or cause, you must give at least thirty (30) days written notice to the Company prior to the effective date of termination.

Upon termination of your employment for any reason or cause, you shall promptly account for, return, and deliver to the Company at the latter’s main office, your identification cards, uniform, and all company property that may have been assigned or entrusted to your care or custody. If applicable, you must also return your alien certificate of registration identification card and alien employment permit to the Company’s Human Resource Department for cancellation by the proper authorities.

Should you have unpaid or pending obligations to the Company, monetary or otherwise, at the time of the termination of your employment for any reason or cause, you expressly agree and authorize the Company to make the necessary deductions from the salary, bonuses, and any other amounts or benefits that may be due to you, to effect settlement or payment of your unpaid or pending obligations. This is without prejudice to the right of the Company to effect settlement or payment of your obligations through other legal means should the salary, bonuses and any other amounts or benefits due to you be insufficient to cover your unpaid or pending obligations.

**7. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

It is your responsibility to ensure that no Confidential Information of the Company and its affiliates and clients, as defined in this Agreement, shall be disclosed to third parties unless the Company authorizes the disclosure in writing. You shall have the same obligation with respect to confidential information belonging to a third party that may be disclosed to you by virtue of your employment and that the Company has the obligation to keep confidential.

You shall not accept on behalf of the Company any confidential information belonging to third parties without the prior written consent of the Company. You shall not also use in this employment any confidential information belonging to third parties that you may have obtained during your employment or other relationships prior to this employment.

You shall ensure that all information, records and documents belonging or pertaining to the Company and its affiliates and clients are kept confidential and that at no time shall any unauthorized disclosure or reproduction of the same be made by you or by anyone acting under your direction.

You agree that:

a) Any information, data, figures, sales figures, projections, estimates, customer lists, tax records, personnel history, accounting procedures, promotions and the like shall be considered and kept as the confidential records of the Company and shall not be divulged to any person, firm, corporation or other entity, except with the written authorization of the Company;

b) You shall at all times, even after the termination of your employment for any reason or cause, treat as confidential any information on the Company and its affiliates and clients and shall not release any such information to any person, firm or other entity, either by statement, deposition or as a witness, except upon the written authorization of the Company. The Company shall be entitled to an injunction by any competent court or authority to enjoin and restrain the unauthorized disclosure of such information;

c) In the event that you are required by law, regulation or court order to disclose any confidential information, you shall promptly notify the Company in writing of such requirement and assist the Company or the appropriate person obtain a protective order or other appropriate remedy from the proper authority. If the Company or the appropriate person fails to obtain a protective order or other appropriate remedy from the proper authority in a timely manner and you are compelled to disclose confidential information, you shall furnish only that portion of the confidential information that is legally required to be disclosed and shall exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the information disclosed.

d) You will not in any manner, directly or indirectly, use for your own benefit or the benefit of any other person or entity, or otherwise divulge, disclose, or communicate to any person or entity any Confidential or Proprietary Information of the Company and/or clients of the Company.

e) You agree to immediately notify the Company if you become aware of any unauthorized disclosure of Confidential or Proprietary Information.

f) If requested by the Company in connection with any client engagement, you will execute any additional confidentiality agreement or compliance certification relative to your assignment for such engagement and services to be performed by you.

g) Upon completion or termination of your employment with the Company, or at any time upon request by the Company, you shall return to the Company all originals and copies of all Confidential and Proprietary Information and trade secrets of the Company and any of its client companies, including without limitation all property, documents, materials, writings, equipment, machines, passwords and access codes and keys, and things of the Company or any of its client companies, and you shall refrain from in any way using or transferring to any person or entity any such Confidential and Proprietary Information or trade secrets of the Company or any of its client companies.

h) You will not disclose the identity of any clients or business partners or prospective clients or business partners of the Company to any person for any reason or purpose whatsoever.

Confidential Information is any information that the Company considers to be confidential or any information that may be used by third parties to the detriment of the Company or the owner of the Confidential Information. You shall take the appropriate steps in handling all business information of the Company to prevent the unauthorized disclosure of the information.

Proprietary Information will include, without limitation, any and all information that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Company and/or its clients that are reasonable under the circumstances to maintain the secrecy of such information or document. Proprietary information also includes trade secrets, processes, structures, formulae, data and know-how, prototypes and unreleased products, discoveries, improvements, research or development and test results, specifications, improvements, product concepts, techniques, marketing plans, strategies, forecasts, customer lists, competitors’ information, financial statements and financial information, customer information, Employee or personnel information, of the Company and/or the client, information regarding negotiations, agreements or dealings between the Company and others, or any other information which is not known to the public or would otherwise be an advantage to the Company’s competitors or would put the Company at a competitive disadvantage.

Your obligations under this clause shall survive the termination of this Agreement.

**8. NON-COMPETITION AND NON-SOLICITATION**

You hereby agree that, during your employment and for one (1) Year after its termination, you shall not, directly or indirectly, engage in any other employment, activity or business that would compete or conflict with the business of the Company or any other activity or business that is similar or related to the activities you performed under this Agreement.

You further agree that you shall not, directly or indirectly, at any time during a period of one (1) Year after the termination of your employment with the Company for any reason or cause:

a) Be employed by a company engaged in a business likely to compete with the business of the Company or its affiliates, create a similar business or participate directly or indirectly in such business; this prohibition is applicable to the Philippines and any other country where you worked for the Company or its affiliates;

b) Solicit the customers of the Company or its affiliates, or deal with any individual or legal entity that was a customer of the Company or its affiliates at any time during six (6) months preceding the termination of your employment, for any business likely to compete with the business of the Company or any business or activity that is similar or related to the activities you performed under this Agreement;

c) Entice any employee of the Company to leave the employment of the Company or to entice any person not to provide his/her services to or not engage in any relationship with the Company;

d) Render or engage in Competing Service, either on your own account or for any other person or entity, in any country where you provided services on behalf of the Company or its affiliates during the last one (1) Year of your employment with the Company or its affiliates. The term “Competing Service” is defined as any involvement with the type of products, processes or services with which you, during the last one (1) Year of your employment with the Company or its affiliates, (i) worked or (ii) about which you acquired or had access to Confidential Information.

Your obligations under this clause shall survive the termination of this Agreement.

**9. RESTRICTIVE COVENANT**

Upon signing of this Agreement, you shall terminate all business relationships or concerns with which you may be personally involved with. During your employment with the Company, you shall devote your best efforts and your entire time to advance the interests of the Company. Without the prior written consent of the Company, you shall not engage in any activity during or after working hours that may be prejudicial to the interests of the Company or may interfere with the performance of your duties and responsibilities. Likewise, you shall not, without the prior written consent of the Company, directly or indirectly, alone or as a member of a partnership, or as an employee, officer, director, or stockholder of any other corporation, be engaged in or concerned with any other commercial duties or pursuits whatsoever.

**10. INTELLECTUAL PROPERTY RIGHTS**

You agree to promptly disclose to the Company, all improvements, proprietary information, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, computer software (in object code and source code form) and data, whether or not patentable, made or conceived or reduced to practice or developed by you, either alone or jointly with others, during the period of your employment with the Company (whether or not during normal working hours) that are related to or useful in the actual or anticipated business of the Company or applicable client of the Company, or result from tasks assigned to you by the Company or result from the use of premises or equipment or Confidential or Proprietary Information of the Company or its client (collectively, “Inventions and Work Product”). You acknowledge and agree that any and all Inventions and Work Products shall upon its discovery or creation vest in and exclusively belong to the Company. Inventions and Work Products shall be deemed to have been discovered or created on a work for hire basis. You hereby assign to the Company any and all rights that you may have in the Inventions and Work Product and agree to assist the Company in every proper way (but at the Company’s expense) or execute any document to perfect Company’s rights in, and to obtain and from time to time enforce, patents, copyrights or other rights on Proprietary Information, Inventions and Work Product.

You likewise covenant and agree that the Company shall own the exclusive rights to all work products which you may conceive, create, design, discover, develop, or improve, either solely or jointly with any other person or persons, in the course of your performing services for the Company (the “Work Product”). The Work Product shall include, but not be limited to, all materials, visual or literary works, ideas, programs, processes, articles, products, goods, and devices which are protectable by copyright, trade secret, trademark and/or patent law (“Intellectual Property”) and were conceived, created, designed, discovered, developed, and/or improved or first actually reduced to practice by you, whether alone or with others. You hereby assign to the Company all right, title and interest in and to such Work Product, including but not limited to, all Intellectual Property rights, copyrights, and moral rights and agree to take such actions and execute such documentation as may be required to evidence the Company’s ownership of such rights in the Work Product and to permit the Company to register its Intellectual Property rights in such Work Product. You hereby irrevocably unconditionally waive in favor of the Company all present and future moral rights conferred on you by Republic Act No. 8293 (the “Intellectual Property Code”) in respect of any Work Product in which the copyright is vested in the Company under this clause or otherwise to the extent permitted by the Intellectual Property Code, and all similar rights in other jurisdictions relating to any copyright which forms part of the Work Product and agree not to support, maintain or permit any claim for infringement of moral rights in such copyright works. All services provided by Company shall be deemed “Works made for Hire” and any and all such rights in such Works made for Hire. For purposes of this Agreement, Work Product shall be deemed to have been created in the course of your performance of services for the Company if the Work Product relates in any way to the business of the Company and regardless of whether or not such Work Product was created at the Company's facilities and utilizing the Company's resources.

You irrevocably authorize the Company to appoint a person to execute any documents and to do everything necessary to effect your obligations under this clause on your behalf. You acknowledge that no further remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of your compliance with this clause.

You shall not directly or indirectly publish, except with the Company’s prior written consent, any information in relation to the Work Product and, that on leaving the Company’s employ, will promptly hand over to the Company all drawings, copies of drawings, tables, notes, correspondence and other written, painted or photographed matter in his/her possession, power or control relating to the Work Product and not retain any such document or writing.

**11. INJUNCTIVE AND OTHER RELIEF**

You acknowledge that each of the restrictions contained in this Agreement is reasonable and necessary in order to protect the legitimate interests of the Company and its client companies, and that any violation thereof would cause irreparable injury to the Company and/or its client companies for which money damages would not be an adequate remedy. You acknowledge and agree that in the event of any violation or anticipated violation thereof, the same shall be considered an infringement of the Company’s Confidential or Proprietary Information and Intellectual Property, and that the Company shall be authorized to seek, from any court of competent jurisdiction, temporary, preliminary and permanent injunctive relief, as well as an equitable accounting of all profits or benefits arising out of any such violation, and any damages allowable by law. The aforesaid rights and remedies shall be independent, severable and cumulative and shall be in addition to any other rights or remedies to which the Company may be entitled.

**12. ENTIRE AGREEMENT**

This Agreement represents the entire and only agreement and understanding between you and the Company, and supersedes and cancels all previous oral or written agreements, negotiations and commitments relating to the subject matter hereof and may not be amended or modified, in any manner except by an instrument in writing signed by the parties to this Agreement.

**13. SEVERABILITY**

In the event that any part of this Agreement is waived by the Company or that any part hereof should be determined by a court to be unenforceable, you shall not be relieved from the remaining provisions of this Agreement.

Please signify your acceptance of this offer of employment in accordance with the stated terms and conditions by signing one copy of this Agreement and returning the signed copy on or before **[JoinedOn].** If you do not return a signed copy of this Agreement by the said date, this offer of employment shall be without effect as if it has not been made.

Sincerely yours,

Collabera Technologies Private Limited, Inc

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Lillianne M. Mandap

Position: Senior Executive – HR Operations

**ACCEPTANCE**

I acknowledge that I have read and understood this Employment Agreement, and I voluntarily accept all its terms and conditions. I also acknowledge that I am not subject to any restrictions that would prevent me from working with the Company and performing my duties and responsibilities pursuant to this Employment Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Lillianne M. Mandap Date:

Position: Senior Executive – HR Operations

**ANNEX “A”**

Name : **[CandidateName]**

Title / Status : **[OfferedDesignation]**

**JOB DESCRIPTION:**

[PlainJD]

**OTHER DUTIES AND RESPONSIBILITIES:**

a) Abide by and perform to the best of your abilities all functions, duties and responsibilities to be assigned by the Company in due course;

b) Comply with the orders and instructions given from time to time by the Company through its authorized representatives;

Agreed to and accepted by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [CandidateName] Date :

**ANNEX “B”**

**GROSS COMPENSATION**

**Compensation**

**Monthly salary**: **PHP [OfferedCTC]**

**Monthly [PHPAllowanceType] Allowances:**

|  |  |
| --- | --- |
| [PHPCandAllowance] | [PHPCandidateAllowanceAmount] |
| TOTAL: - | PHP [BasicPHPSalary] |

**[PHOtherTaxableIncomeNote]**

**Benefits**

[CandidateBenefits]

Compensation is confidential information. You shall not divulge or disclose any compensation, including your own, to any one, except to authorize personnel of the Company.

Agreed to and accepted by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [CandidateName] Date :

1. need to check the layout with various logins
2. Immigration --> Visa Visa Extension
3. Dependent Dependent Visa billable to client
4. what are mandatory field in gp/gpm
5. gp/gpm page able to save with br and pr as 0
6. gp/gpm tab is still active if I save the page with br and pr as 0
7. I have completed gp-gpm for Richard and the stage and status is showing as gp-gpm completed, it should be submission in process
8. For Richard after saving the gp-gpm the button is still visible and active
9. In gp-gpm frequency of br and pr by default should be of same frequency and currency
10. System should not allow to save the gp-gpm if br/pr frequency/currency are different
11. Currency should be based on the country of the client
12. Not able to search for ‘requirement translator’ requirement in resume search
13. Auto refresh is not happening