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| |  |  | | --- | --- | | DEFINED TERM EMPLOYMENT CONTRACT |  | | |
| This Contract is made and entered into on (XXXX/XX/XX) by and between: | |
| |  | | --- | | 1. (What is the name of the company?), commercial register number (what is the commercial registration number?), having its registered office at (what is the company’s address?), Egypt. Represented hereby (name of the company’s manager?) as the Chairman of. Herein after referred to as the "Company”/ “Employer”); and | | Mr. / Ms/ (Employee’s name?) ., residing at (Employees address?).   * Nationality: (Employee nationality?). * ID/Passport Number (Employee’s ID number?). * Qualification: (Employee’s Qualification?). * Social Insurance Number: (Employee social insurance number?).   Hereinafter referred to as the "Second Party" / “Employee”; | | |
| The Employer and Employee are jointly referred to herein as the “Parties” and individually as a “Party”. | |
| **Preamble:** | |
| Whereas, the Employer is engaged in the business of the Company’s activity? in the Arab Republic of Egypt;  Whereas, the Employee knows the temporary basis of the job, which may end according to the period specified in this Contract or such job is not needed anymore by the Employer. At all times, the Employee shall be in compliance with all rules and regulations related to his/her duties and responsibilities, based on the monthly reports issued by his superiors. On the basis of which the Employer has the right to terminate the Employment Contract immediately, in case the Employee does not comply with the requirements of his job or in case of issuance of two consecutive reports that include poor performance of the Employee. | |
| Whereas, the Employee has the skills and experience required in the field of the Employer's activities; | |
| Whereas, the Employer wishes to employ the Employee to perform as (what is the job title/ position?); | |
| Whereas, the Employee accepts the Employer’s offer of employment in accordance with the terms set out below. | |
| **NOW, THEREFORE**, the Parties have declared their legal capacity to enter into this Contract and agreed as following: | |
| 1. The foregoing Preamble forms an integral part of this Contract (the "Contract"). | |
| 1. **Appointment** | |
| * 1. The Employer hereby appoints the Employee for the position of (position?), to perform the duties and responsibilities therefore, for the duration determined in Article 10 hereof. | |
| * 1. The Employee agrees that the Employer may, from time to time, require him to perform duties related to his position which are commensurate with his education, qualifications and salary, but which are not specifically related to his job title. | |
| * 1. The Employee's work place shall be in Cairo and Giza, Arab Republic of Egypt area. However, the Employee agrees that the Employer may require the Employee to travel to different locations in Egypt and outside of Egypt as per the business needs. | |
| * 1. The Employee agrees to undertake necessary training, inductions and exams to improve his performance elsewhere in Egypt or at a location outside of Egypt as may be required by the Employer. Provided that, the Employee shall successfully pass the training and exams. | |
| 1. **Employee’s Documents** | |
| * 1. The Employee shall provide the Employer, upon signature of this Contract, with the following required documents:      1. original or official extract of the Employee's birth certificate;      2. educational or technical certificates, if any;      3. the Employee's registration certificate from the competent Labour Office (for Egyptian nationals only);      4. a photocopy of the Employee's identity card;      5. six passport-sized photographs;      6. a health certificate establishing that the Employee is physically qualified for work;      7. the original termination and release forms signed by the Employee's previous Employer;      8. a copy of the Employee's marital status certificate and birth certificates of children (married Employees only);      9. the Employee's recent criminal record;      10. the original Employee's military record (for males);      11. Social Insurance Form No. 6 from previous work; and      12. any other documents which may be required according to the Egyptian Labour Law No. 12 for the year 2003. | |
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| * 1. The Employee undertakes that he/she shall notify the Employer in writing of any updates or amendments that may occur in details of the abovementioned documents within one week of the occurrence of any such update or amendment.   2. “Notwithstanding, the Employee undertakes to provide the above-mentioned documents, no later than one month from the signature date of this Contract, and in the event, that the Employee fails to comply with this article; the Contract shall automatically be terminated. | |
| 1. **Employee Duties and Responsibilities** | |
| * 1. The Employee shall:      1. On the request of the Employer provide and fill-in all the information that may be required for the employment application and/or the information that must be typically provided to Employer to gain employment, including information given on any resume, questionnaire, and medical history or during any pre-employment interview. | |
| * + 1. During his/her working hours, devote his/her full-time service and attention to the performance of his/her duties assigned to him/her to the best of his abilities and in accordance with the Employer’s policies and regulations | |
| * + 1. At all times, fully comply with all rules and regulations related to his/her duties and responsibilities as well as all orders, directives and instructions issued to him by the Employer’s authorized personnel, whether written or verbal, including but not limited to, management staff and technical and administrative supervisors; | |
| * + 1. As may require by the Employer, under go any and all medical examinations and vaccinations required by the Employer or as otherwise required by law; | |
| * + 1. At all times, fully comply with all laws and regulations in force in the Arab Republic of Egypt; | |
| * + 1. At all times, hold all permits, licenses and certificates required to be held by him/her under any Egyptian law or regulation or by any governmental authority having direct or indirect control or supervision over the Employer's business to perform the job duties. | |
| * + 1. Report to the Employer any matters of concern that come to the Employee's attention, in particular any acts of misconduct, dishonesty, breach of the rules of any relevant regulatory bodies committed, contemplated or discussed by any staff member or other third Party.     2. Maintain all Company’s confidential data, including but not limited, to commercial secrets, company records, customer information, vendor information, intellectual property, and all matters that should not be known to public, and therefore divulge no information connected with the work once it is treated as confidential by its nature or according to the written instructions issued by the Company. Therefore, the obligations under this article shall survive the termination of this Contract and shall continue for so long as the information covered by the confidentiality has not become public knowledge, as detailed in Article 5 hereof.     3. Dress in a professional manner that commensurate with the company’s standards. Employee shall maintain professional appearance with respect to hairstyle, jewellery, and general appearance in order to maintain and keep the company's image with its customers and the general public.     4. Maintain a high degree of personal cleanliness in a professional manner to be not offensive to other co-workers or any members of the general public.     5. Maintain the tools, equipment, documents or any other objects delivered to him by the Employer, do all necessary works for keeping them in good condition as that of a reasonable person.     6. Apply Occupational Health and Safety standards determined by Egyptian law and labour regulations and the Employer’s policies in this matter. | |
| * 1. By signing this Contract, the Employee shall undertake not to have any financial or other interest in any other company or business which competes with the Employer's business or that of any associated company or conflicts with his employment with the Employer. | |
| * 1. The Employee shall not: | |
| * + 1. without written authorization from the Employer, engage in any work for a third party or be self-employed with or without remuneration even outside official working hours, or participate, either directly or indirectly, in any activity or enterprise in direct or potential conflict with the Employer’s interest, or any enterprise dealing with the Employer, for at least one year from the date of termination of this Contract. The employee shall also disclose to the employer if any of his relatives (till third-degree relatives) are working in the same field or competing the employer. | |
| * + 1. Accept any gifts or gratuities in relation to his services.     2. Threaten or use violence against any other Employee.     3. Undertake any form of religious, racial, sexual, gender discrimination action towards any co-workers or the Company’s clients.     4. Solicit funds or services for or on behalf on any religious, political or social party, group or person on Company premises without the express written permission of their supervisor.     5. Disclose any of his salary or bonus related information with co-workers during and/or at any time after employment.     6. Mention the Company in inappropriate way.     7. Share his point of view on media channels or on any of the social media which may be considered as the Company’s point of view.     8. During the term of this Contract and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, directly or indirectly, solicit or attempt to solicit any business, employees, or co-workers from any of the Company’s Customers, Customer Prospects, or Vendors with whom the employee had material contact with during the last two (2) years of your employment with the Company.     9. In case of violation to the abovementioned obligations, the Employer shall have the right to dismiss the Employee and terminate this Contract and without any objections from the Employee. The Employer shall have the right to claim damages of any kind. | |
| 1. Proprietary and Confidential Information: | |
| * 1. The Employee agrees that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Employer’s business or financial affairs (collectively, “Proprietary Information”) is and shall be the exclusive property of the Employer. By way of illustration but not limitation, Proprietary Information may include systems, software and codes, or systems, software and codes in the course of development, or planned or proposed systems, software or codes, customer and prospect lists, contacts at or knowledge of customers or prospective customers, customer accounts and other customer financial information, price lists and all other pricing, marketing and sales information relating to the Employer or any customer or supplier of the Employer, databases, modules, products, processes, methods, techniques, operations, projects, developments, plans, research data, financial data and personnel data. The Employee will not disclose any Proprietary Information to others outside the Employer or use the same for any unauthorized purposes without written approval by an officer of the Employer, either during or at any time after employment, unless and until such Proprietary Information has become public knowledge without fault by the Employee. | |
| * 1. The Employee agrees that all disks, files, letters, memoranda, reports, records, data, drawings, notebooks, programs listings, or written, photographic, or any other record containing Proprietary Information, whether created by the Employee or others, which shall come into the Employee’s custody or possession, shall be and are the exclusive property of the Employer to be used only for accomplishing the Employee’s duties and obligations under this Contract. Upon termination, the Employee agrees to return to the Employer any and all copies of materials in the Employee’s custody or possession, containing Proprietary Information. | |
| * 1. The Employee acknowledges that his obligations with regard to Proprietary Information which are set out in Articles 5.1 and 5.2 above, extends to all information, know-how, records and tangible property of customers of the Employer or suppliers to the Employer or of any third party who may have disclosed or entrusted the same to the Employer or to the Employee in the course of the Employer’s business. | |
| 1. **Confidentiality** | |
| * 1. The Employee shall at all times, during and after termination of his employment, hold in strict confidence all information obtained by him in the course of performing his duties and responsibilities hereunder that, directly or indirectly, relate to the Employer or the Employer's business or the Employer's clients, including but not limited to operations, processes and business dealings. | |
| * 1. The Employee further acknowledges that the nature of the Employer’s business requires the protection of its proprietary and confidential information as it is critical to Company’s business’ survival and success. With regards to the Articles 4of this Contract, the Employer shall include its corporate affiliates and associated companies. | |
| * 1. While employed by the Employer the Employee will use best efforts to prevent publication or disclosure of any confidential or Proprietary Information concerning the business, products, processes or affairs of the Employer. | |
| * 1. Not to use any of the Confidential Information for any purpose other than in connection with the business relationship of the parties hereto including but not limited to obtaining the approvals from the concerned authorities. To the extent that Employer or one of his Employees suggested an idea, then such idea shall be considered the Confidential Information | |
| * 1. At the termination of Employment relationship of the parties hereto, or upon the Employer’s request, promptly to return to the Employer or destroy all documents or other tangible materials containing and/or embodying any of the Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof, and the expunging of such information from any computer, word processor or other device containing it) | |
| * 1. This clause shall continue in full force and effect for a period of three (3) years to commence on the date first above written, except, further, all Confidential Information shall remain in confidence for a period of three (3) years after the expiration of the term of this contract. All Confidential Information shall be held in confidence by the Employee and shall not be disclosed to or through any third party. | |
| * 1. Non- Solicitation | |
| * 1. For a period of five years following the Employee’s termination for any reason, the Employee will not, either alone or in association with others, (i) recruit or solicit any person who was employed by the Employer or engage as an independent contractor at any time during the period of the Employee’s employment with the Employer, except for an individual whose employment with the Employer has been terminated for a period of six months or longer, (ii) or (ii) solicit, divert or take away, or attempt to divert or to take away, the current or  prospective  business or patronage of any of the clients, customers or accounts, of the Employer which were contacted, solicited or served by the Employee while he/she was employed by the Employer. | |
| * 1. If any restriction set forth in this Article 7 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.   2. The Employee acknowledges that the restrictions contained in this Contract are necessary for the protection of the business and goodwill of the Employer and are considered by the Employee to be reasonable for such purpose.  The Employee agrees that any breach of this Contract will cause the Employer substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, the Employer shall have the right to seek specific performance and injunctive relief without posting a bond. | |
| * 1. The geographic scope of this Article shall extend to anywhere the Employer or any of its subsidiaries is doing business, has done business or has plans to do business. | |
| * 1. The Employee agrees that during the Non-Solicitation period, he/she will give notice to the Employer of each new business activity, within at least ten (10) business days prior to beginning any such activity.  The notice shall state the name and address of the individual, corporation, association or other entity or organization (“Entity”) for whom such activity is undertaken and the name of the Employee’s business relationship or position in the Entity.  The Employee further agrees to provide the Employer with other pertinent information concerning such business activity as the Employer may reasonably request to determine the Employee’s continued compliance with his obligations under this Contract.  The Employee agrees to provide a copy of this Contract to all persons and Entities with whom the Employee seeks to be hired or do business before accepting employment or engagement with any of them. | |
| * 1. If the Employee violates the provisions of this Article, the Employee shall continue to be held by the restrictions set forth in this Article, until a period equal to the period of restriction has expired without any violation. | |
| 1. **Developments and Intellectual Property Rights** | |
| * 1. The Employee will make full and prompt disclosure to the Employer of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by the Employee or under the Employee’s direction or jointly with others during his employment by the Employer, whether or not during normal working hours or on the premises of the Employer (all of which are collectively referred to in this Article 7 as “Developments”). | |
| * 1. The Employee agrees to assign and does hereby assign to the Employer (or any person or entity designated by the Employer) all his right, title and interest in and to all developments and all related patents, patent applications, copyrights and copyright applications to the maximum extent authorized by law. The Employee hereby also waives all claims to moral rights in any Developments to the maximum extent permitted by law. The Employee agrees to advise and inform the Employer promptly in writing of any inventions that the Employee believes he is not required to assign pursuant to the terms of any applicable law and is not otherwise, and this shall remain in full force and effect for 1 year after the duration or the termination of the Contract regardless of the reason of the termination.   2. The Employee agrees to fully cooperate with the Employer, during and after termination to his employment regardless of the termination reason with the Employer, with respect to the procurement, maintenance and enforcement of copyrights and patents (in Egypt and/or foreign countries) relating to Developments. The Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment of priority rights, and powers of attorney, which the Employer may deem necessary or desirable in order to protect its rights and interests in any Development. The Employee further agrees that if the Employer is unable, after reasonable effort, to secure the signature of the Employee on any such papers, any executive officer of the Employer shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designates and appoints each executive officer of the Employer as his agent and attorney-in-fact to execute any such papers on his behalf, and to take any and all actions as the Employer may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence. | |
| 1. **Working Hours:**    1. It is agreed between the Parties that the working days shall be 5 days from Sunday to Thursday of each week, for 8 hours starting at 9:00 AM until 6:00 PM including an hour for the Employee to rest.    2. If the Employee is absent from work regardless of the reason, he, or someone on his behalf, must contact his supervisor on the first day of absence to inform the supervisor of the reason for his absence and its expected duration.    3. If the Employee's absence is due to sickness and/or injury and lasts for more than 2 (two) calendar days he will be required to provide a medical certificate stating the reason for absence to Employer. Medical certificates must cover the whole period of absence. Failure or delay by the Employee in providing the required medical certificates shall be deemed as a legitimate reason to disapprove Employee absence.    4. In the event of an unapproved absence, a deduction will be made from the Employee's monthly salary equal to by the number of unapproved absence days. A daily salary will be calculated as the monthly salary divided on the days of the month, in accordance with the provisions of Labour Law.    5. In the event that the Employee was late for work, and such tardiness exceeds an hour, the Employee shall be subject to disciplinary action and to a deduction of his salary amounting to half of a day’s pay. | |

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| 1. **Salary** |
| * 1. In consideration of the Employee’s duties hereunder, the Employer shall pay the Employee a monthly salary as follows:   The Basic Salary EGP (XXXX) (Only XXXX Pounds EGP), the Variable Salary EGP (XXXX) (Only XXXX Pounds EGP) and the allowance EGP (XXXX) (Only XXXX Pounds EGP) paid by the Employer on the first month;; |
| * 1. In no event shall the Employee be entitled to any other compensation or get paid for overtime unless overtime and such compensation or payment is authorized in writing beforehand by the Employer or its representative. Payments for overtime, when authorized, shall be computed in accordance with Egyptian Labour Law. |
| * 1. The Employee’s payment of salary shall be subject to deductions of: |
| * + 1. Penalties imposed on the Employee according to work and disciplinary rules; |
| * + 1. Social insurance contributions (if any); and |
| * 1. Applicable taxes. |
| The Employee shall be paid his monthly salary after all deductions within the first five (5) days of the following calendar month at the Employer’s headquarters or by transfer to the Employee’s bank account details of which must be provided by the Employee in writing to the Employer. |
| 1. **Duration** |
| The duration of this Contract is One year commencing on (commencement date?) and ending on (ending date?), or upon termination of the purpose of the Employment or the Employee breach this Contract whichever is earlier. This Contract may be renewed for a further fixed term pursuant to a new Contract, but in case it has not been renewed it shall automatically terminate upon the expiry of its fixed term without the need for any prior notice from either Party. |
| 1. **TERMINATION OF THE CONTRACT**    1. The Employer shall have the right to terminate this Contract at any time after serving a notice period of two (2) months at least.    2. Notwithstanding the foregoing, the Employer has the right to terminate this Contract at any time, upon a written notice to such effect by the Employer, without the need for any other legal or judicial action, in case of the following:   (a) If the Employee fails to fulfil any of his/ her essential duties, or any obligations associated with her/his job;  (b) The Employee incompetency as per the Company's disciplinary list.  (c) If the Employee acts in an unprofessional manner that contradicts with his/her job; or  (d) If the Employee commits any act that constitutes a ground for termination as per the Egyptian law provisions. |
| * 1. The Employee shall be subject to a three (3) months’ probation period, during which the Employer shall have the right to terminate this Contract at any time without the need for prior notice.   2. The Employee undertakes to serve the Employer at least two months prior notice if he desires to resign and if the Employee terminates the Contract before its end date or before the herein mentioned period he will be obliged to pay the Employer two months of his total salary as compensation while preserving the Employer's right to claim the Employee any expenses the Employer paid to provide the Employee with experience in his career.   3. Notwithstanding with the provisions of clause 11.4, if the Employee breaches any of his/her obligations under this Contract, a penalty shall apply of the amount of three months of his total salary which shall be evaluated based on the Employee last salary. |
| 1. **Obligations Upon Termination of the Contract** |
| * + 1. not take away, conceal, or destroy any confidential records or information related to his work or the Employer; |
| * + 1. immediately return all the Employer properties that he/she has received in trust by the Employer as soon as the end of the employment relationship, including but not limited to, all records, confidential business information, keys, cars, laptops, mobile phones and any other equipment provided to the Employee in relation to his work; and |
| * + 1. shall not at any time make any untrue or misleading oral or written statement concerning the Employer's business or affairs or any associated company specially in any of the social media, nor represent himself nor permit himself to be held out as being in any way connected with or interested in the Employer's business or affairs or any associated company (except as a former Employee for the purpose of communications with prospective Employers or complying with any applicable statutory requirements) |
| 1. **Holidays and Annual Leave** |
| * 1. After the first full year of employment, the Employee, after the completion of the one year, is entitled to twenty-one (21) days paid annual leaves. This annual leave shall be increased to thirty (30) days for Employees who spent ten (10) years of service with the Employer or any other Employer, or if the Employee is above fifty (50) years. Official holidays and weekends are not included in the annual leave.   2. The Employee is not entitled to any annual leave throughout the first six (6) months of this Contract. If the Employee's service period is less than a year, the Employee entitled to a proportion annual leave the duration that has been spent with the Employer provided that the completion of six (6) months from the commencement of the service.   3. The time and use of annual or other authorized leaves shall be subject to rules and regulations stipulated by the Employer. The Employee shall utilize his annual leave on the dates and for the periods specified by the Employer and if the Employee refuses to take such leave, he waives his claim to his annual leave and its allowance and he agrees not to be financially compensated. |
| 1. **Notices** |
| Any notice or other communication under or in connection with this Contract shall be in writing in the English language (or the Arabic Language, if required by law) and signed by or on behalf of the Party sending it. The notice or communication may be served by being delivered personally or sent by facsimile transmission to the respective addresses of the Parties stated in this Contractor such other address as that Party may specify from time to time in writing to the other Party within one week from the date of changing hisaddress**:** |
| 1. **General Provisions** |
| * 1. No Conflict: |
| The Employee represents that the execution and performance by him/her of this Contract does not and will not conflict with or breach the terms of any other Contract by which the Employee is bound. |
| * 1. Successors and Assigns: |
| This Contract shall be binding upon and inure to the benefit of both Parties and their respective successors and assigns, including any corporation or entity with which or into which the Employer may be merged or which may succeed to all or substantially all of its assets or business, provided however that the obligations of the Employee are personal and shall not be assigned by the Employee.   * 1. The Confidentiality clause, as well as any clause that imposes an obligation on the part of the Employee to not disclose any Proprietary and Confidential Information, shall be in effect through the duration of this Contract, and shall remain in full force and effect for two years after the duration or the termination of the Contract by any of the Parties.  1. **ENTIRE AGREEMENT - AMENDMENTS**    1. This Contract and any document referred to herein shall constitute the entire understanding of the Parties relating to the subject matter hereof and shall supersede, cancel and replace all prior agreements between the Parties.    2. No amendments to this Contract shall be valid or effective unless made in writing and signed by the duly authorized representatives of the respective Parties. |
| 1. **Governing Law and Jurisdiction** |
| * 1. This Contract shall be governed by and construed in all respects in accordance with Egyptian law. Any matter that is not specifically addressed in this Contract shall be subject to the Egyptian Labour Law.   2. The Courts, where the address of the Employer is in its jurisdiction, shall have exclusive jurisdiction over any dispute between the Parties hereto, arising out of, or in connection with, the interpretation or implementation of this Contract. |
| 1. Language |
| In case of conflict between the English and Arabic texts, the Arabic shall prevail. |
| 1. **Counterparts** |
| This Contract is drawn up in three (3) counterparts, one for each of the Parties and one for the Social Insurance Authority if applicable |