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# **CONTRACT OF EMPLOYMENT**

Made and entered into by and between

## Biomedical Research and Training Institute - HATTIP COP 20 Project

A not-for profit company duly incorporated in Zimbabwe

(hereinafter referred to as the “Employer”) of the one part

And

**AURTHUR MUSENDAME**

(hereinafter called the “Employee”) of the other part

### **THE PARTIES HEREBY AGREE AS FOLLOWS: -**

* 1. The Employer hereby employs the employee **AURTHUR MUSENDAME** as a subject to the terms and conditions of this contract.
  2. The Employee hereby warrants that **He** is qualified for the post of **IT SOFTWARE DEVELOPER AT NMRL** and accepts employment as such.
  3. The Employee acknowledges that the Employer has an absolute right and full discretion to transfer the Employee to any other post or place of work within the organisation.
  4. The Employee acknowledges and understands that the Employer is a not-for profit organisation that relies mainly on funding partners to finance its operations, accordingly, there is no guarantee that this contract will be renewed. No legitimate expectation to renewal at all or on the same terms is created hereby.

#### PERIOD OF ENGAGEMENT

* 1. Notwithstanding the date of the signing of this contract the engagement shall be deemed to have commenced on the **30 September 2020**
  2. This contract is for a period of **12 months,** *with a probation period of three months* and shall terminate on the **30 September 2021** unless earlier terminated by either party giving to the other two calendar months’ notice.

1. **HOURS OF WORK**
   1. The Employeeshall be required to work on the following days during the following hours;

Monday to Friday: between 0800hr to1630hr

* 1. The Employee’s hours of work, and days of work shall be determined and amended from time to time by the Employer in its sole discretion in which event the Employee will be informed in writing if possible, at least 24 hours before any changes to the working hours are made.
  2. The Employee agrees to work for no extra remuneration on Sundays and public holidays and outside the usual hours of work whenever required to do so by the Employer. The Employee acknowledges that the requirement to work overtime may arise on short notice or with no notice at all.

##### REMUNERATION

* 1. The Employer shall pay the Employee a gross salary of **USD1,650.00** per month. This amount shall be payable in arrear at the end of each month less the deductions outlined hereunder.
  2. Salary increases if any, and their frequency are in the Employer’s absolute discretion.
  3. The Employee is entitled to fringe benefits which are as per the agreed budget with the Donor and may be withdrawn at any time without notice:-
  4. The following statutory deductions will be made from the gross salary-
     1. PAYE deductions;
     2. NSSA deductions;
     3. Any deductions that may be imposed by statute from time to time;
     4. Other deductions as agreed in terms of this agreement or later agreed by the parties.

1. **BONUS**
   1. The Employer may pay a bonus as per the agreed budget.
   2. The amount of any bonus will be determined by the Employer in its sole discretion after Performance Appraisal Review.
2. **TERMINATION OF EMPLOYMENT**

* 2 weeks’ notice period is required for termination of employment by either employer or employee during probation period.
* 1 month notice period is required for termination of employment by either employer or employee, if employment period exceeds six months but less than one year.
* 2 months’ notice period is required for termination of employment by either employer or employee, if employment exceeds one year but less than two years.
* 3 months’ notice period is required for termination of employment by either employer or employee, if employment exceeds two years.
* 2 weeks’ notice period is required for termination of employment by either employer or employee, if employment period is six months or less or in the case of casual work.

##### DUTIES AND OBLIGATIONS OF EMPLOYEE

* 1. The Employee shall during her employment as provided for herein-
     1. Work as agreed by the Employer; and
     2. at all times diligently, faithfully and to the best of his/her ability perform the duties for which he/she is hereby employed as set out in the Employee **Job Description (FM/QMS/38) attached hereto** and such other and additional duties as may be reasonably required of the employee and generally serve and promote the interests, aims and objectives of the Employer in all things relating to the employment contract; and
     3. Devote his/her whole time and attention whilst at work to his/her duties and not engage in any conduct that conflicts with the Employer’s interests; and
     4. Not disclose, except in the discharge of his/her duties, information acquired in the course of his/her duties, or information gained or conveyed to him/her through his/her connection with the Employer; and
     5. Carry out the duties specified by the Employer and the Employee’s Supervisor;
     6. Perform all lawful orders and instructions given by the Employer.
     7. Not pledge the Employer’s property or enter into any arrangement for the Employer’s credit nor incur any liability in the Employer’s name except insofar as she/he shall be authorised in writing by the Employer either generally or in any particular case; and
     8. Not act as an editor or contributor of written works to any publication without the written permission of the employer; and
     9. Meet the performance criteria applicable to his/her post and fixed from time to time by the Employer; and
     10. Abide by the provisions of any code of conduct and policies that have been or may be adopted in future by the Employer with which the Employee undertakes to familiarise himself/herself and whose provisions shall form part of this contract. In particular the Employee’s attention is drawn to the Staff Rules and Regulations which are binding on the Employee as if specifically incorporated herein; and
     11. Not engage in unlawful activities or in unlawful job action.

1. **SICK LEAVE**
   1. Sick leave of up to ninety (90) days during the subsistence of this contract may be granted, without deduction of pay and benefits, at the Employee’s request, supported by a certificate signed by a registered medical practitioner. Provided that the Employer may require the Employee to undergo further tests by a registered medical practitioner chosen by the Employer and the medical practitioner advises that the Employee is fit to resume duty then the Employee shall be obliged to resume duty.
   2. The Employer may, in its absolute discretion, elect to terminate the contract of employment on medical grounds at any time after the Employee has proceeded on sick leave for a period of 90 days if a registered medical practitioner chosen by the Employer certifies that the employee will be unable to resume duties.
   3. The Employee shall either personally or through another person notify the Employer

immediatly if the Employee is unable to report for duty for any number of days due to sickness.

* 1. Should the Employee be absent from work for more than three consecutive days, the Employee shall furnish the Employer with a certificate signed by a registered medical practitioner stating the nature and duration of the Employee’s incapacity.

**SPECIAL LEAVE**

* 1. Subject to a maximum of 12 days in any calendar year, the Employer may in its absolute discretion grant the Employee special leave on compassionate or other grounds including:-
     1. In the event that the Employee has been instructed by a medical practitioner not to report for duty because the Employee has been in contact with an infectious disease; or
     2. The Employee has been subpoenaed to attend court as a witness; or
     3. The Employee is detained for questioning by the police; or
     4. On the death of a spouse, parent, child or legal dependant of the Employee.
  2. If the Employee is absent from work without authority the Employee will not be entitled to any remuneration for the days that the Employee is absent from work unless in its sole discretion the Employer grants special leave.

1. **ANNUAL LEAVE**

The employee is entitled to **12 days ANNUAL LEAVE** for Incidentals and Compassionate

Leave, which is not accumulative and *CANNOT* be carried over to next year. Leave will

be accrued at the rate of *1 day per month* and any leave days accrued at the

termination of your contract will be forfeited, there is no encashment of Annual leave

days.

1. **VACATION LEAVE**
   1. **AFTER** being employed by the Employer for a period of 12 MONTHS, the Employee will be entitled to paid **VACATION LEAVE**. Paid **Vacation Leave** shall accrue at the rate of **30 days** per calendar year (**i*.e 2.5 days per month***) reckoned excluding weekends and including public holidays which fall during the week up to a maximum **60** days. Once the maximum accrual is reached the Employee will be required to take leave or forfeit the excess leave days.
   2. An Employee may take unpaid vacation leave for a maximum of 14 calendar days in any calendar year.
   3. Applications for vacation leave must be made, in writing in the appropriate form to the Human Resources Manager and approved by the Employee’s supervisor. The application must be made at least a month before the Employee intends to proceed on leave and approval of any application for vacation leave is subject to the sole discretion of the Employer.
2. **DISCIPLINE**
   1. Disciplinary action taken against the Employee for any reason will be conducted in accordance with the **Labour (National Employment Code of Conduct) Regulations, 2006** Statutory Instrument 15 of 2006, a copy of which is available from Administration.
3. **INDEBTEDNESS TO THE EMPLOYER**
   1. If, upon or after termination of her employment, the Employee is or becomes indebted to the Employer in any sum of money for any reason whatsoever, the Employer shall have the right to retain and set off the amount of such indebtedness against the whole or part of any moneys then or thereafter due to becoming due to the Employee from the Employer or any pension fund, but the foregoing shall be in addition and without prejudice to all other rights, powers and remedies of the Employer to recover or obtain payment of the amount of such indebtedness.
4. **INTELLECTUAL PROPERTY**
   1. The Employee hereby acknowledges and agrees that copyright and other intellectual property rights in any work that the Employee may produce or be involved in during and in the scope of her employment with the Employer vests in the Employer. The Employee shall not use in any manner any such work without the written authority of the Employer.
5. **CONFIDENTIALITY**
   1. The Employee shall treat with the utmost secrecy all matters connected with her employment and all information howsoever obtained in the course and scope of her employment and in particular shall not disclose to nor discuss with any other person the affairs the Employer whether such information be oral or documentary.
6. **CONFLICT OF INTREST**
   1. The employee hereby warrant that they have not entered into previous or contemporaneous agreements which will be in conflict with the terms and conditions of this Agreement, or which will preclude you from fully performing your responsibilities.
   2. The employee represents that during employment with BRTI you do not become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to BRTI’s or which in any way otherwise competes with BRTI.
   3. The employee will report any conflict of Interest in a timely manner.
   4. The employee should read and understand the BRTI conflict of Interest Policy.

1. **OTHER CONDITIONS**

16.1 The Employee shall furnish to the Employer proof of qualifications on or before the day of commencing employment. The Employee shall also fill out the personal details form on or before the day of commencement and shall at all times ensure that the information in the personal details form is up to date and accurate. In particular the Employee shall keep the Employer advised at all times of any change in the Employee’s residential address.

* 1. The Employee chooses *domicilium citandi* *et executandi* at the residential address stated in the employee’s personal details form. The Employee undertakes to keep the Employer advised of any change in her personal details but completing a fresh form.

1. **SOLE AGREEMENT**
   1. This contract as read with any policy implemented by the Employer represents the sole agreement between the Employer and the Employee concerning their respective duties and obligations and any variations to this contract shall be in writing and signed by both parties.

**SIGNED** for and on behalf of the **EMPLOYER** at **HARARE**

this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## EMPLOYER

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

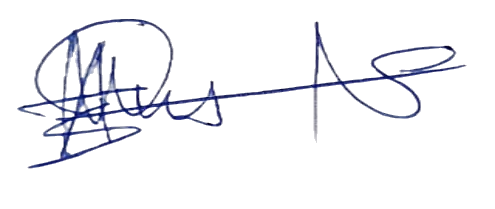
**DATE PROJECT MANAGER**

**SIGNED** by the **EMPLOYEE** at **HARARE**

this\_\_\_\_21\_\_\_\_\_\_DAY of\_\_\_\_\_\_\_June\_\_\_\_\_\_\_(MONTH)\_\_\_2021\_\_\_(YYY), who hereby

accepts this appointment and confirms that HE/SHE has read and understood this contract

and the policies and regulations referred to herein:



**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMPLOYEE**

**Employee Personal Details Form**

|  |  |  |  |
| --- | --- | --- | --- |
| Name | | Aurthur Musendame | |
| ID Number | | 84-041885Z28 | |
| Date of Birth | 20-10-1990 | | |
| Sex | Male | | |
| Residential Address | | 1228 CowdrayPark  Bulawayo, ZW | |
| Cellular phone number | | 0776406399 | |
| **Bank Details** | | | |
| Bank Name: | StanBic Bank | | |
| Branch: | Samora Machel | | |
| Account Number: | 9140003456519 | | |
| Email address | aurthurmusendame@gmail.com | | |
| If Married: Name of Spouse | | | Pedesta T Ushe |
| Spouse’s Cellular phone number | | | 0775337072 |
| Address of spouse if different from residential address |  | | |
| Name and date of birth of Child | | | Name: Chery Eileen Musendame  DOB: 20-10-2014 |
| Name and date of birth of Child | | | Name:  DOB: |
| Name and date of birth of Child | | | Name:  DOB: |
| Name and date of birth of Child | | | Name:  DOB: |
| Name and date of birth of Child | | | Name:  DOB: |
| Emergency Contact Person’s Name | | | Mable ncube |
| Emergency Contact Person’s Cellular Phone Number | | | 0772429530 |
| Emergency Contact Person’s Physical Address | | | 125 CowdrayPark  Bulawayo, ZW |
| Emergency Contact Person’s Email address | | |  |
| NEXT OF KIN:  Name:  Physical Address:  Contact Numbers: | | | Aunt  Uratile J Musendame  1228 CowdrayPark  Bulawayo ZW  0776406400 |