**EMPLOYMENT AGREEMENT**

Date: August 15, 2019

According to the terms of this agreement, Rolling Plans Pvt. Ltd, located at Bijulibazar, Kathmandu will employ **Mr. Jinesh Subedi** in the position of **Officer-PHP Programmer** from August 18, 2019 (Bhadra 1, 2076). The appointment shall be renewed based on the employee’s performance, and a new letter of appointment shall be signed.

In addition to this Employment Agreement, the employee is provided orientation to make aware about extensive details on the company’s Policies & Procedures.

All the terms and conditions mentioned or revised during the service period forms part of the employee’s terms and conditions of the employment.

1. **Duties and responsibilities**

The Duties and responsibilities are described in the job description provided in attachment to the employment agreement as **ANNEX I**.

1. **Reporting lines**

The **Officer-PHP Programmer** reports to **Manager-IT**.

1. **Compensation**

**Monthly Salary:** The monthly gross salary is NPR. 25,000.00. (Nepalese Rupees Twenty Five Thousand only)

|  |  |
| --- | --- |
| **Salary Breakdown** | |
| Basic Salary (60%) | 14,903.40 |
| Dearness Allowance (40%) | 9,935.60 |
| Project Allowances | 161.00 |
| **Total Salary Per Month** | **NPR. 25,000.00** |

**Dashain Allowances:** Employees are eligible to the Dashain allowances when they have been in service with the company for a minimum period of 8 months. The Dashain allowances equivalent to Monthly basic salary is paid just before Dashain.

**Welfare Fund:** Employee will be eligble to get additional benefit equivalent to 10% of your basic monthly salary from employer and 10% contribution from employee as well, which will be deposited in PF account or SSF account. The company shall release the accumulated amount only after the discontinuation of the employment contract.

**Insurance Group Personal Accidental Insurance** up to **10 Lakhs**, covering major accident & hospitalization, permanent disability and death**.** Employer will not be responsible for any expenses or benefits not covered by the Insurance and **Group Medical Insurance** up to **1 Lakh**, covering major hospitalization and domiciliary treatment expenses.

**Pay schedule:** Salaries are paid on monthly basis or on a pro-rata basis for the number of days worked. Salaries are paid within the five (5) to (7) days of the next calendar Nepali month. Salaries are deposited directly in the staff nominated account based on the pay roll records and pay-slip.

1. **Reimbursement of expenses**

The employee will be reimbursed as per the company’s travel policy and for travel and other expenses incurred to while carrying out their responsibilities on behalf of Rolling Plans. Expenses are subject to approval in advance by the employee’s Manager.

1. **Working hours**

The company’s working hours are Sunday to Friday from 9:30 a.m. to 05:30 p.m. However, the position might require to work beyond the daily hours and working days to ensure the smooth operation of the floor. Those hours shall be considered as normal working hour and no overtime shall be paid. The lunch break duration is of half an hour.

**Probation Period**: The probation period for this position will be of 3 months during which no any sort of benefits (e.g. leave) shall be provided to the employee. The extension of the employment agreement will be based upon the performance review of this period.

1. **Annual Leave**

The Employee shall be entitled to different categories of leave per year.

Leave Days Overview

|  |  |  |
| --- | --- | --- |
| **Leave Type** | **Amount of days** | **Remarks** |
| Annual Leave | 18 days | Active after Probation Period |
| Sick Leave | Up to 15 days | Active after Probation Period |
| Festival Days | As per Company’ holiday calendar |  |
| Marriage Leave | 7 (calendar days) | Active after 1 Year of Service Tenure as per Leave Policy |
| Maternity Leave | 98 (calendar days) | Active after 1 Year of Service Tenure as per Leave Policy |
| Paternity Leave | 15 (calendar days) | Active after 1 Year of Service Tenure as per Leave Policy |
| Mourning Leave | 13 (calendar days) | Active after 1 Year of Service Tenure as per Leave Policy |
| Unpaid Leave | In agreement on specific case |  |

1. **Annual performance review**

The employee’s performance will be reviewed annually by the employee’s direct manager on criteria agreed upon by the employee and his/her direct manager at the beginning of the period subject to review, the new fiscal year.

1. **Summary Dismissal**

The company has the right to terminate the employee’s employment immediately (without notice and without compensation) in the event of any serious breach by the employee of the terms of his/her employment or in the event of any act of gross misconduct or gross negligence by him/her.

1. **Termination/Suspension**

Rolling Plans reserves the right to terminate this contract at any time upon the occurrence of serious misconduct, unreasonable behavior, willful disobedience of Company’s lawful orders, habitual negligence of duties, absenteeism, insubordination and revealing secrets of our establishment. The Associate’s contract with the Company may be terminated/ suspended under the following conditions:

1. Not meeting the performance standard as per the criteria lay down; one week notice shall be served by the supervisor. Non-performance termination can be done at any point during the contract period.
2. In case the Associate is absent without permission from the supervisor for 2 (two) days in a month, he/she shall be terminated with immediate effect.
3. If the Associate is found to be in the breach of Employment Contract signed between the Associate and the Company.
4. In case of completion/breach/end of the contract with client, this contract will be terminated *ipso facto.*
5. On disciplinary ground, following are the disciplinary ground and subsequent actions that will be taken:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Disciplinary Grounds and warnings** | **Actions** | | | | |
| **Verbal warning** | **1st written** | **2nd Written** | **Suspension** | **Termination** |
| Coming to office under the influence of alcohol/ drugs or consuming it within office premise or transportation vehicle | NA | NA | NA | NA | √ |
| Harassment of fellow Associates or client’s customer. | NA | √ | NA | NA | √ |
| Using foul language within office premise or transportation vehicle | √ | √ | √ | √ | √ |
| Swearing | NA | NA | NA | NA | √ |
| Call hanging up | NA | √ | √ | √ | √ |
| Copy sensitive information | NA | NA | NA | NA | √ |
| Fraud and falsification | √ | √ | √ | √ | √ |
| Continued poor performance despite help and support from the line manager or Supervisor | √ | √ | √ | √ | √ |
| Fight in the office premise or transportation vehicle | NA | NA | NA | √ | √ |
| Tampering, Vandalizing, theft or carry away of physical goods from office. | NA | NA | NA | NA | √ |
| Insubordination | NA | NA | NA | √ | √ |
| Actions endangering the interest, reputation and image of Company and its client | NA | √ | NA | √ | √ |
| Misuse of Company Assets, Email and ID Cards | NA | √ | NA | √ | √ |
| Punctuality | √ | √ | √ | √ | √ |
| Unofficial online- chatting and browsing during office hours | √ | √ | √ | √ | √ |
| Physical fraternization | √ | √ | √ | NA | √ |
| Divulging confidential and classified information of Company and its client | NA | NA | NA | √ | √ |
| Creating any stir within the Company | NA | NA | NA | √ | √ |
| Appearing in work station with dresses not regarded as business style clothing and having offensive words, term and pictures. | √ | √ | NA | √ | √ |
| Intentionally using pen devices or other electronic devices without consent of supervisors. | √ | √ | NA | √ | √ |
| Tarnishing the image of the Company and its clients through social media or other online medium. | NA | √ | NA | √ | √ |
| Leaking any kind of information about the Company, its client or customer to third party. | NA | √ | NA | √ | √ |
| Open display of intimacy in workplace. | √ | √ | √ | √ | √ |

1. If the Associate is terminated as per clauses b, c, d above, the Associate is not entitled to receive any pending benefits (including salary due, rewards, experience letter etc.) from the Company.
2. If the Associate is terminated breaking professional code of conduct and resulting in the financial loss to the Company or its clients, the Associate shall be liable for all the losses so incurred, including legal fees and charges due to willful misconduct and negligence on their part.
3. Company is committed to providing a workplace that is free from all form of discrimination like sexual harassment, racism, biasness or groupism at workplace. Any cases found shall be treated as serious misconduct which may result in disciplinary action leading to termination.

**10. Policy on Resignation**

* 1. The Associate may resign from his/her position by giving 30 days prior written notice. For example, if the Associate plans to resign on 1st of February, notice has to be submitted by 1st of January.
  2. Written resignation notice is to be handed over to HR in charge in person. Resignation sent over email or submitted through somebody else will not be valid.
  3. Even during the notice period, if the Associate fails to comply the clauses of point 7 above, the Associate may still be terminated and this will be treated as termination and not resignation and applicable policy will apply.
  4. Acceptance or non-acceptance of the Associate’s resignation will be provided to the Associate within one week of the notice date.
  5. Notice period will be counted from the day the Associate personally hand overs the resignation letter.
  6. In case the Associate fails to give the prior notice or serve the notice period of 30 days even if s/he wished to resigns at the time of contract expiry, failure to which, Company shall have right to deduct as liquidate damages an amount equivalent to 30 days.
  7. Company is not liable to release any fund due to the Associate, including salary due, incentives plus other payables. Letter of experience, Letter of recommendation etc will not be issued in such circumstances.
  8. HR in charge & and the Associate’s direct supervisor (jointly) on their discretion can release the Associate prior to the end of the notice period. In such case, the Associate are eligible to receive all the due payments which will be released after the completion of the notice period. However, the Associate will not be entitled to the salary for the remaining of the notice period (after the Associate stop attending the office).
  9. The work certificate is a professional responsibility and such letter will contain the factual information such as name, the position, the work performed, the length of service and reason for termination.
  10. In case the Associate fails to serve the employment period of 6 months, Company is not liable to release any fund due and other official document regarding the employment relationship. However, the further action shall be taken looking after the individual cases.

**11. Social Media Policies:**

Social media policies apply only to work-related sites and issues and are not meant to infringe upon the Associate’s personal interaction or commentary online.

1. Unless given permission by the concern authority, Associates are not authorized to speak on behalf of the Company, or to represent that the Associate do so.
2. Associates are expected not to share information that is confidential and proprietary about the Company as well as its Client. This includes information about trademarks, upcoming product releases, upcoming marketing schemes, sales, Company strategy and any other information that hasn’t been publicly released by the Company.
3. Associates are encouraged to write knowledgeably, accurately, and using appropriate professionalism.
4. Associates are expected to speak respectfully about the Company; Rolling plans Pvt. Ltd as well as its client, their current and potential Associates, customers, partners and competitors. Associates shall not engage in any name calling or behavior that will reflect negatively on Company’s reputation.
5. Associates found using derogatory statement in any social media like facebook, twitter, blogs; websites and any other online format or other media about the Company, other Associates, customers or misrepresentation can result in disciplinary action up to and including employment termination.
6. Associates need to recognize that they are legally liable for anything they write or present online. Associates can be disciplined by the Company for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, and libelous or that can create a hostile work environment.

**12. Deductions**

The employer reserves the right to make deductions from the employee's salary as follows:

1. If the Company has overpaid the Associate for any reason.
2. If the Company suffers loss by failure of the Associate to follow instructions or exercise diligence.
3. If the Associate causes damage to the Company or its client’s property, the value of replacement or repair shall be deducted.
4. If the Associate leaves the employment without giving the required notice the value of the Associate’s pay for the notice period will be deducted.
5. When the Associate leaves the Company they will deduct any overpayments, advances and holiday pay taken in excess of the eligible one.
6. If the Associate is put under the suspension period under the disciplinary ground.

**13. Liability**

1. In the event of any financial losses to the Company or client due to wrongful act or gross negligence on the part of Associate, it shall be the responsibility of concerned Associate to compensate the Company and client to the extent of such loss incurred to the Company or client. The Company reserves all rights to settle all such losses through onetime payment or against the subsequent monthly salary, saving fund or from any amount or amount that may be due.
2. The Associate shall be liable for all loss incurred to the Company including legal fees and charges due to willful misconduct and negligence on the part of the Associate deployed by the Company.

**14. Confidentiality agreement:**

The Associate needs to realize that the Company has a compelling need to maintain confidentiality, and further recognizes that their employment or contract with the Company will place Associate in a position of special trust and confidence with access to confidential information concerning the Company, its client and its operation. For the reason explained above Associate agrees and covenants with the Company as follows:

1. Neither Associate nor anyone working on his/her behalf will disclose or use, in any manner, any confidential or proprietary information.
2. The term “Confidentiality or proprietary information or material” means all information or material that is not in the public domain and that is disclosed or otherwise made available by the Company to the Associate; or that comes to the attention of the Associate in the course of their employment with the Company but it is not limited to information or material concerning.
3. Associates are expected to maintain confidentiality related to Company’s operations, interests, and plans, business practices, competitive position, trade secrets, product concepts, marketing schemes. .
4. Associates are expected to maintain strict confidentiality in respect of any information relation to the Client and Company which may be known to them or, which they may come across in course of providing the services under this contract or otherwise and that such confidentiality shall be maintained even after the expiry or termination of this contract, minimum up to 1 year.
5. Associate agrees to maintain strict confidentiality in respect of any information relating to the Company, Client and its customer or any other party Associate with it which may be known to him/her in course of employment period.
6. In case of failing to maintain the confidentiality in respect of information relating to the Company by Associate/s as a result should the Company face any losses, Associate/s will be liable to compensate the Company equivalent to losses face by the Company.
7. The Company reserves the right to recover from the Associate/s for any loss/damage caused to the Company by Associates from onetime payment or his/her salary, saving fund or even from any money due.

**15. Declaration:**

1. The Associate hereby declare and confirm that h/she has no criminal record so far and also hereby declare and confirm that s/he has not been under warrant or summon from any governmental authorities or the court or also declare that no case is in subjudice against him/her before any court/office. If this declaration or confirmation found wrong or otherwise, s/he fully indemnify the Company & Client to the full extent of the harm or damage occurred/incurred and ready to face consequences arises.
2. The Associate hereby declare and confirm that s/he is not blacklisted by Credit Information Bureau and his or her academic degrees are genuine and duly awarded by the recognized university/board.

**16. Proprietary Agreement:**

The associate may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to the **Annex II** attached with this Agreement as “**Proprietary Property Agreement**”). The Company shall exclusively own all Proprietary Property which the associates conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. The development of Rolling Access, Recruitment management System (RMS), Rollin Nexus, any web-based system, desktop software, mobile application and all other log-in credentials including password build for the company purpose will be the proprietary of the company and no right should be claim from the associate/s at any time. The company reverse the copyright of all software develop or build by the associates. For greater certainty, the associates hereby assigns to the Company any and all rights that the associates may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the associates outside work hours on the Company’s premises or through the use of the Company’s property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.

**17. Disclaimer:**

By accepting this contract, the Associate grants Company the right to record, photograph, and use the candidate’s picture, image, personal information, and name in any format or medium determined by Company. The candidate understands that s/he will receive no compensation from Company, and releases Company (and its Officers, directors, and Associates) from liability or claims arising out of or relating to the rights granted.

**18.** **Acknowledgement:**

The Associate acknowledges and agrees that the restriction set forth in this agreement are intended to protect the Company’s interest in confidential information and its business relationship and goodwill (with its clients, prospective clients, vendors, consultants and employees), including without limitation confidential information, business relationships and are reasonable and appropriate for these purposes.

**19. Injunction**:

The Associate agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by them of the promises set forth in this agreement, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, Associate agrees that if they breach or propose to breach, any portion of this agreement, the Company shall be entitled in addition to all other remedies that I may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

**20.** **Entire Agreement**:

This agreement constitutes the entire agreement between the Company and the Associates with respect to the subject matter hereof, and supersedes all prior representations and agreements whether oral or written with respect to such subject matter.

**21. Notices**:

Any notices, requests, demands and other communications provided for by this agreement will be sufficient if in writing and delivered in person or sent by registered or certified mail to the Associates which has been filed in writing with the Company.

**22. Other Terms Of Understanding**:

1. The Associate shall have all the other professional relationship with the Company itself.
2. The Associate will keep the Company informed of any change in their residential address that may happen during the course of employment of the service with the Company.
3. Where a dispute or grievance about any issue in this agreement arises, the Associate will attempt to resolve it with the direct supervisor or with human resource manager.
4. Unilateral decision concerning major issues and matter is strictly prohibited and should always be undertaken with the consent and approval of the management.
5. The Associate shall never be under the influence of alcohol or any other intoxicating while dealing at workplace.
6. As per the code of practice, the Associate might be under the surveillance of CCTV at the workstation. The Associate understands that the main purpose of using CCTV shall be to prevent, detect and reduce unfortunate incident at workstation and to safeguard the health and safety of staffs, service users and visitors.
7. The Associate shall present him/herself in clothing that is acceptable as business style clothing, formal, in good repair, clean, and to a standard that is acceptable to the management of the Company and the service taking Client. Items of clothing such as tracksuit, sneakers, shorts, sandals, beach dresses, torn dresses, or having offensive terms or pictures etc. will be regarded as unacceptable.
8. The Associate affirms that s/he shall provide all the needful documents at the time of appointment and related reports if possible/mandatory or else shall provide such report (Police Report, Health Report etc) within 15 days of signing this agreement. Failure to which the Associates details shall not be entered into payroll account which means salary payment cannot be performed.
9. The Associate affirms that during the period of this contract they shall abide by the prevailing laws of the country and shall not indulge in any sort of unethical Labor Practices which becomes a conflict of interest with Company’s aim and purpose.
10. The Associate will be responsible for safe keeping and return in good condition and order all property which may be in his/her use, custody and charge.
11. The Associate shall not engage in any act of discrimination based on gender, sex, caste, race and religion. The Associate shall immediately inform the Company if there is any instance of discrimination from the Clients side or Clients employees or any other person in the work place. The Company shall take up such cases of complaints directly with the Client and try to resolve it in professional manner.

Please endorse your acceptance of the terms of contract by duly signing the duplicate copy of this agreement below.

With best wishes,

Gyan Raj Panthi

General Manager-HR & Operations

**Other terms & conditions**

Other terms & conditions not stated in this agreement shall refer to the company’s rules & regulations, which may revise from time to time.

***THE EMPLOYEE SHOULD MAINTAIN THE CONFIDENTIALITY OF THIS AGREEMENT PAPER TO OPTIMUM LEVEL. UPON THE DISCLOSURE OF THIS AGREEMENT, MANAGEMENT CAN TAKE STRICT ACTION.***

I, **Mr. Jinesh Subedi** hereby agree and accept the offer and above-mentioned employment Terms & Conditions.

Signature:

**Date: August 15, 2019**