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| **DATE / NAME** | | **ASSIGNMENT AGREEMENT**  **THIS AGREEMENT** made on the **22July** **2018** between **Employer, (Insert Address(** (hereinafter called the "Employer" of the one part) and **Mrs. Employee Name**, xxxxxx nationality holdingPassport # **xxxxx** (hereinafter referred to as The "Contractor" of the other part). | | | | |
| It is agreed between the Employer and the Contractor as follows: | | | | | | |
| **POSITION**  **WORKING HOURS** | 01.  02 | | | | The Employer engages the Contractor and the Contractor hereby agrees to serve the Employer in accordance with the rules/regulations of the Company and terms and conditions of this Agreement, in the capacity of **(insert Position)** as per the enclosed job description.  Sunday to Thursday; 9 am to 5 pm. Work location: Head office( Insert Office Address). | |
| **CONTRACT PERIOD** | 03. | | | | The Contract period shall be 6 months from the date of commencement of Contractor’s service which can be renewed upon expiry on mutually agreed terms. | |
| **NOTICE FOR**  **RESIGNATION /**  **TERMINATION**  **COMPENSATION**  **LEAVE** | 04.  05.  06 | | | | Before the Contractor’s services are terminated, either party (Contractor & Employer) serving seven days advance notice to the other, from the date of resignation / date of advising termination.  The Contractor shall be paid a monthly lump sum of RO **xxx** (Omani Rials xxx only).  10 working days paid Leave shall be granted to the Contractor on completion of two (2) months of continuous service provided that every leave application shall not exceed 5 working days. No encashment shall be paid should this entitlement has not been utilized. | |
| **DISPUTE** | 07. | | | | All disputes in relation to the interpretation, application or any matter relating to this agreement or to the rights and obligations of the parties hereunder shall be referred to the Oman Labour Laws, whose decision shall be conclusive and final. | |  | |
| **AMENDMENT** | 08. | | | | The Company reserves the right to amend the terms and conditions of this agreement, as and when deemed necessary with mutual consent. | |  | |
| **MISCONDUCT** | 09.a | | | Should the Contractor violate any of the provisions of this Agreement or should fail to perform the duties called for herein, this Agreement shall cease in seven days’ notice. | | | | | |
|  | 09.b | | | In the case of misconduct or other misbehavior deemed prejudicial to the interest of the Employer, the Employer reserves the right to suspend the Contractor from duty or to terminate his employment forthwith at any time, upon giving the Contractor written notice. In the event of the termination of his services, the Contractor’s right to pay shall cease from the date of such notice. | | | | | |
|  | 09.c | | | The Employer has full right to conduct internal enquiry in connection with Contractor’s work or matters affecting the work and take decisions on findings of such enquiry, including imposing fines, recovering losses on account of gross negligence or misconduct or similar extreme acts of omission / commission on the part of Contractor, including violation of this Agreement. | | | | | |
| **EXCLUSIVITY OF**  **EMPLOYMENT**  **INVENTION** | 10.  11. | | The Contractor is prohibited from trading or carrying out any business or engaging directly or indirectly in any other form of employment during the tenure of this agreement.  The Company shall be entitled to the sole benefit and exclusive ownership of any invention or improvement in the business of the Company, which may be made or discovered by the Contractor.  The Contractor shall not divulge trade secrets of the Company. | | | |
| **CONFIDENTIALITY** | 12. | | **Confidential Information** means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or of any Group Company or any of its or their suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information (if in anything other than oral form) is marked confidential.**Definition: Definition of Confidential Information**  **Definition of Confidential Information**  The definition of "Confidential Information" must be sufficiently wide to catch anything that the employee is likely to create or have access to during his employment. The definition should therefore be amended to reflect the employer's activities. Other areas that may need to be covered include information relating to:   * Existing and prospective activities, including timing, business plans and financial information. * Existing and prospective customers and their requirements, including customer lists. * Existing and prospective suppliers and their production and delivery capabilities. * Existing and prospective officers, employees and consultants, their remuneration and other terms of their contracts, including commission and bonuses. * Any information given to the employer or employee in confidence by customers, suppliers, employees or other business contacts. * Existing and prospective terms of business, prices and pricing strategies and structures, profit margins, trade arrangements, discounts, rebates and other sales information. * Existing and prospective credit and payment policies, procedures and systems. * Existing and prospective marketing information, plans, strategies, tactics and timing. * Existing and prospective products or services, including applications, designs, technical data and specifications. * Existing and prospective software applications. * Existing and prospective operating systems and methods of production, manufacture, processing or treatment. * Existing and prospective production, design or trade secrets, including inventions, formulae, formulations and other intellectual property. * Existing and prospective disputes. * Research and development activities. * Any document marked "confidential", any information described as "confidential", or any document or information which the employee should reasonably expect to be confidential.     [Hide Note](http://uk.practicallaw.com/9-200-2130?q=employment+confidentiality+clauses#null)  **Copies** means copies or records of any Confidential Information in whatever form (including,  without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.    **Group Company** means the Company, its Subsidiaries or Holding Companies from time to time and any subsidiary of any holding company from time to time.   * 1. Without prejudice to any of the Contractor’s obligations contained in any applicable law, the Contractor shall not (except in the proper course of his duties, as authorised or required by law or as authorised by the Companyin writing, either during the Appointment or at any time after termination of the Appointment (howsoever arising)):      1. Use any Confidential Information; or 2. Make or use any Copies; or      1. Disclose any Confidential Information to any person, company or other organisation whatsoever.      * 1. The restriction in clause [12.1] does not apply to any Confidential Information which is or comes into the public domain other than through the Contractor's unauthorised disclosure.**2.2 Information already public (optional sub-clause)Information already public (optional sub-clause)**It is arguable that information that is already in the public domain should not be excluded from the ambit of this clause (see [*Clause 2.2*](http://uk.practicallaw.com/9-200-2130?q=employment+confidentiality+clauses#a456728)). This is because publication does not necessarily destroy confidentiality ([*Attorney General v Guardian Newspapers Ltd (No 2) [1988] UKHL 6*](http://uk.practicallaw.com/D-000-5887)). However, it is standard practice to exclude such information from the restriction.   2. The Contractor shall be responsible for protecting the confidentiality of the Confidential Information and shall:      1. Use his / her best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in the proper course of his / her duties, as required by law or as authorised by the Company in writing); and      1. Inform the [senior management] of the Company immediately on become aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information. | | | |
| **SIGNATURE OF THE CONTRACTOR (Employee Name ) SIGNATURE OF THE EMPLOYER** | | | | | | | |
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