

# SAMPLE EMPLOYMENT CONTRACT

## Employment Contract

This contract, dated **[Date]**, is made between **[Organization Name]** ("Employer") and **[Employee Name]** ("Employee") of **[City, State/Province/Territory]**. This document constitutes an employment agreement between Employer and Employee ("Contract").

WHEREAS Employer desires to retain the services of Employer, and Employer desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, Employer and Employee (collectively, "Parties") agree to the following terms and conditions:

### 1. Employment

Employer agrees that he or she will faithfully and to the best of their ability to carry out the duties and responsibilities outlined in the Scope of Work (SOW). Employer shall comply with all company policies, rules, and procedures at all times.

### 2. Position

As a **[Job Title]**, it is the duty of Employer to perform all essential job functions and duties. From time to time, Employer may also add other duties within the reasonable scope of Employer's work.

### 3. Compensation

As compensation for the services provided, Employer shall be paid a wage of **[amount per hour/per year]** and will be subject to **[a(n) quarterly/semi-annual/annual]** performance review. All payments shall be subject to mandatory employment deductions, including but not limited to taxes.

### 4. Benefits

**[If full-time employee]** Employer has the right to participate in any benefit plans offered by Employer. Employer currently offers **[list benefits, if any]**. Employee will have access to these benefits after the probationary period has passed.

### 5. Probationary Period

It is understood that the first **[Time Period]** of employment constitutes a probationary period. During this time, Employee is not eligible for paid time off or other benefits. During this time, Employer also exercises the right to terminate employment at any time without advanced notice.

### 6. Paid Time Off

Following the probationary period, Employee shall be eligible for the following paid time off: **[length of time for vacation], [length of time for sick/personal days],**

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**[length of time for bereavement leave]**. Employer reserves the right to modify any paid time-off policies.

### **7. Termination**

It is the intention of both Parties to form a long and mutually profitable relationship. However, this relationship may be terminated by either party at any time provided **[Length of Time]** written notice is delivered to the other party. Employee agrees to return all Employer property upon termination.

### **8. Non-Competition**

Employee will have access to confidential information that is the property of Employer. Employee is not permitted to disclose this information outside of the Organization.

**[If Full-Time Employee]** During Employee's time of employment with Employer, Employee **[may not engage in any work for another Employer that is related to or in competition with Organization] OR [Employee will fully disclose to their Employer any other Employment relationships and will be permitted to work for another organization provided that: (a) Employee's employment with the other organization does not detract from Employee's ability to fulfill their duties, and (b) Employee is not assisting the other organization in competing with Employer.]**

It is further acknowledged that upon termination of Employee's employment, Employee will not solicit business from Employer's clients for a period of at least **[Time Period]**.

### **9. Confidentiality**

Employee acknowledges that they may have access to information that is treated as confidential and proprietary by Employer, including but not limited to trade secrets and information pertaining to business operations, strategies, personnel, members, and board directors, whether spoken, written, printed, electronic, or in any other form or medium (collectively, "Confidential Information"). Employee agrees to treat all such Confidential Information as strictly confidential and agrees not to disclose such Confidential Information or permit it to be disclosed, in whole or in part, to any third party without the prior written consent of Employer in each instance. Employee also agrees not to use any such Confidential Information for any purpose except as required in the performance of their position with Employer. Employee agrees to abide by the terms of this paragraph and shall notify Employer immediately in the event Employee becomes aware of any loss or disclosure of any Confidential Information.

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Nothing herein shall be construed to prevent disclosure of Confidential Information as required by law or regulation or pursuant to a valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

### **10. Entirety**

This Contract represents the entire agreement between the Parties and supersedes any previous written or oral employment contract. This Contract may be modified at any time with the written consent of both Employer and Employee.

### **11. Legal Authorization**

Employee agrees that they are fully authorized to work in **[Country Name]** and, if required by law, can provide proof of this with legal documentation. Employer will retain a copy of the legal authorization in Employee's file.

### **12. Severability**

The Parties agree that if any portion of this contract is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

### **13. Indemnification**

Employee shall indemnify and hold Employer harmless from any loss or liability (included reasonable attorney's fees) resulting from a claim against Employer initiated by a third party to this contract arising from Employee's breach of the terms and conditions of this Contract or Employee's fraud, gross negligence, or willful misconduct in performing services under this Contract.

### **14. Termination of Contract**

Either Party may terminate this Contract at any time by giving thirty (30) days written notice of the intent to terminate to the other Party.

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## 15. Prevailing Terms

To the extent that any of the terms or conditions stated in the Statement of Work (“SOW”) attached to or associated with this Contract vary from, modify, or conflict with any of the terms or conditions stated elsewhere in this Contract, the terms and conditions stated in the SOW shall prevail and govern.

## 16. Governing Law

This Contract shall be governed by and construed in accordance with the laws of **[State, Province, Territory]**.

## 17. Arbitration

In the event of any dispute between the Parties which arises under this Contract, such dispute shall be settled by arbitration in accordance with the rules for arbitration of **[If United States, the American Arbitration Association (or a similar organization)] [If not United States, fill in arbitration organization as appropriate – if your country does not allow or provide for arbitration, delete this paragraph]** in effect at the time such arbitration is initiated, and subject further to the provisions of the **[If United States, State, Province, Territory, Country Arbitration Act] [If not United States, your country’s law governing arbitration]**, incorporated by reference. A list of arbitrators shall be presented to the Claimant and Respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in **[State, Province, Territory, City]**, unless both Parties consent to a different location. The decision of the arbitrator shall be final and binding upon all Parties. Each party will bear their own legal fees and costs in connection with any arbitration, unless **[If not United States, your country’s law or]** the arbitration decision and award otherwise provide. Any questions involving contract interpretation shall use the laws of **[State, Province, Territory, Country]**. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

## 18. Notice

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the Parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, email, or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the

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receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

### **19. Modification of Agreement & Waiver**

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or Parties waiving compliance.

IN WITNESS AND AGREEMENT WHEREOF, Employer and Employee agree to the terms set forth above.

\_\_\_\_\_  
Signature of Employer's Representative  
**[Representative Name, Title]**  
**[Employer (Organizatoin) Name]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature  
**[Employee Name]**

\_\_\_\_\_  
Date