

SAMPLE AGREEMENT

SAMPLE Employment Contract

This contract, dated [DATE], is made between [ORGANIZATION NAME] (“Employer”) and [EMPLOYEE NAME] (“Employee”) of [CITY/STATE/PROVINCE/TERRITORY/COUNTRY]. This document constitutes an employment agreement between Employer and Employee (“Contract”).

WHEREAS Employer desires to retain the services of Employee, and Employee 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

Employee agrees that [HE/SHE/THEY] will faithfully and to the best of their ability carry out the duties and responsibilities outlined in the Statement of Work (SOW). Employee shall comply with all company policies, rules, and procedures at all times.

2. Position

As a [POSITION TITLE], it is the duty of Employee to perform all essential job functions and duties. From time to time, Employer may add other duties within the reasonable scope of Employee’s work.

3. Compensation

As compensation for the services provided, Employee shall be paid a wage of [AMOUNT PER HOUR/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 [INCLUDE THIS IF/WHEN THEY APPLY]

Employee has the right to participate in the benefit packages offered by Employer. Employer currently offers [LIST BENEFITS]. Employee will have access to these benefits after the probationary period has passed.

5. Probationary Period

It is understood that the first [TIME PERIOD (I.E., ONE MONTH, TWO MONTHS)] 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 cause or advanced notice.

6. Paid Time Off

Following the probationary period, Employee shall be eligible for the following paid time off: [AMOUNT OF PERSONAL TIME OFF (*also known as PTO and includes sick days, vacation days, and personal days*)] and [NUMBER OF HOLIDAYS (*can provide specific holiday schedule in a separate document*)]. Please consult the Employee Handbook for additional details

SAMPLE AGREEMENT

regarding things like bereavement and maternity/paternity 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-lasting employment relationship. However, employment may be terminated by either party at any time provided **[NUMBER OF DAYS]** written notice is delivered to the other party. Employee agrees to return all Employer property upon termination.

8. Non-Solicitation (see [Sample Non-Solicitation Agreement](#) for fuller protection) **[NEED LINK]**

During Employee's time of employment with Employer, Employee will fully disclose to Employer any other employment with organizations or individuals working in similar fields and in a similar geographic area and will not assist any other organization or individual 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 one year.

9. Confidentiality (see [Sample Confidentiality Agreement](#) for fuller protection) **[NEED LINK]**

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.

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. 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.

SAMPLE AGREEMENT

11. Indemnification

Employee shall indemnify and hold Employer harmless from any loss or liability, including 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.

12. 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.

13. Entirety of Contract

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.

14. Severability

The parties agree that in the event any provision of this Contract is deemed to be invalid or unenforceable by any court or administrative agency of competent jurisdiction, or in the event that any provision cannot be modified so as to be valid and enforceable, then that provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. 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 Contract (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 Contract, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section

16. Modification of Contract & Waiver

This Contract 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 Contract or, in the case of waiver, by the party or Parties waiving compliance. The failure by either party to exercise any right provided in this Contract shall not be a waiver of prior or subsequent rights.

SAMPLE AGREEMENT

17. Governing Law

This Contract shall be governed by and construed in accordance with the laws of [STATE/ PROVINCE/TERRITORY/COUNTRY].

18. Arbitration [USE THIS WHEN APPLICABLE IN YOUR COUNTRY]

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 [AMERICAN ARBITRATION ASSOCIATION/OTHER COUNTRY OR REGIONAL ARBITRATION ASSOCIATION] in effect at the time such arbitration is initiated, and subject further to the provisions of the [STATE/PROVINCE/TERRITORY/COUNTRY ARBITRATION ACT/LAW], 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.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. The parties hereby agree to the terms of this agreement.

Employer's Signature
[NAME OF YOUR REPRESENTATIVE]
[NAME OF YOUR ORGANIZATION]

Date

Employee's Signature
[NAME OF EMPLOYEE]

Date