

Law Department, Andhra Pradesh

Template regarding Commercial Contracts

**Disclaimer – This legal form and document is for reference only. Any document that you enter into, should be in consultation with an Advocate or a Solicitor. The Government will not be responsible for any claim arising out of the use of the following document.*

(8) Employment Agreement

THIS AGREEMENT made on the ____ day of _____, 2016, between [name of employer with location] and having its principal place of business at _____ (the "Employer") of the one part; and [name of employee], resident of _____ of the other part.

WHEREAS, the Employer desires to obtain the benefit of the services of the Employee for a period of years with effect from the day of and the Employee desires to render such services on the terms and conditions set forth.

Now, this agreement witnesses and parties here to hereby agree as follows:

1. Employment

The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

2. Position Title

As a _____, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner. (a)----- (b) ----- (c) ----- (d) ----- (e) Other duties as may arise from time to time and as may be assigned to the employee.

3. Compensation

(a) As full compensation for all services provided the employee shall be paid at the rate of _____. Such payments shall be subject to such normal statutory deductions by the Employer.

(b) (may wish to include bonus calculations or omit in order to exercise discretion).

(c) The salary mentioned in paragraph (3) (a) shall be reviewed on an annual basis.

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(d) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

4. Vacation

The Employee shall be entitled to vacations in the amount of ____ days per annum.

5. Benefits

The Employer shall at its expense provide the Employee with the Health Plan that is currently in place or as may be in place from time to time.

6. Performance Reviews

The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

7. Termination

(a) The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.

(b) The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.

(c) The employee agrees to return any property of _____ at the time of termination.

8. Non- Competition

(1) It is further acknowledged and agreed that following termination of the employee's employment with _____ for any reason, the employee shall not hire or attempt to hire any current employees of _____.

(2) It is further acknowledged and agreed that following termination of the employee's employment with _____ for any reason the employee shall not solicit business from current clients or clients who have retained _____ in the 6 month period immediately preceding the employee's termination.

9. Laws

This agreement shall be governed by the prevailing rules, regulations and bye laws and laws made from time to time by the State Government or Central Government.

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10. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

11. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain intact.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

[Name of employee] _____

[Signature of Employee] _____

[Name of Employer] _____

[Signature of Employer]