

EMPLOYMENT CONTRACT

(To be typed in Company's Official Letterhead)

This Employment Contract is made and entered into on the day (demand date) by and between M/S _____ (herein after called the first party/Employer) represented by the contract by SURYA INTERNATIONAL PVT.LTD. Which shall be joint and severally responsible for compliance herewith Employee Mr. _____ Nepali National bearing Passport No _____ both whom bind themselves to the following terms and condition.

Basic terms of contract:

1. **Employee's job title or position** : _____
2. **Basic monthly salary** : _____
3. **Overtime** : _____
4. **Age** : _____
5. **Food** : _____
6. **Duration of Contract:**

The validity of the contract is for _____ years commencing from the date employee arrives at the country of Employment. But renewable on mutual consent, unless terminated by either party, giving in writing at least one months notice of such intention.

7. **Working days and working hours:**
6 days and 48 hours in a week.
8. **Accommodation:**
Provided by the employer.
9. **Transportation:**
Free transport from residence to work site to be provided by the employer.
10. **Air Ticket:**
a) The Air ticket from Kathmandu, Nepal to (the destination country) and the Air passage from (the destination country) to Kathmandu, Nepal shall be borne by the employer upon completion of working contract.

OR

b) Single journey shall be borne by the employer upon completion of the working contract.

11. Annual Leave / Sick Leave / Public Holidays:

In accordance to the authorized country.

12. Insurance:

Foreign workers compensation scheme policy provided by employer.

13. Medical Facilities:

Provided by employer.

14. Deceased:

In the event of any employee dies in the cause of his employment the employer shall be responsible arrange for the body of deceased to the repatriated to his next of kin in Nepal and necessary repatriated expenses shall be borne by the employer.

15. Restriction:

a) That the employees shall not change his employment during the contract period and shall not carry or do business without a written permission from the employer.

b) That if the employee is found creating social problems and or engaged in any illegal subversive or criminal activities, and then he will be dismissed with immediate effect and will be repatriated to Nepal on his own expenses.

16. Termination of Services:

The employer may immediately terminate the contract upon submission of written notice on the grounds of Misconduct, Disobedient, Insubordinate, Dishonesty and Commission of as Criminal Act punishment by law.

17. Other terms and conditions:

a) That the employer will pay the basic salary of due month, if any workers are repatriated before completing the contract period.

b) If any workers resigned willingly on his own free will from the services, then the resignation letter must be attested by the HONORABLE MINISTRY OF LABOUR AND TRANSPORT in NEPAL.

c) If the employer terminates any worker from his services, they must have the termination letter attested by the HONORABLE MINISTRY OF LABOUR AND TRANSPORT in NEPAL.

d) Other terms and conditions favorable to the employer and employee not covered herein and which are provided by the laws of the country of Employment shall apply and shall be the part of the contract.

18. Certification:

The employer and the employee shall read and fully understand this agreement and certify that the terms and condition together with the application constitute their entire agreement or understand that aside from this contract shall be considered null and void.

In witness where of the parties have here unto voluntarily signed their respective names below on this _____ date of _____ 2006 at Kathmandu, Nepal.

Signature of Employer
Name:
Designation:
Chop:

Signature of Employee
Name:
Passport No: