

Commercial Contract

EMPLOYMENT AGREEMENT (PART TIME)



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

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January 2013

Employment Agreement (Part Time)

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to employment matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

Information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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6. EMPLOYMENT AGREEMENT (PART TIME)

THIS PART TIME EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made at [insert place] on this ____ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Employer", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents)

AND

Mr/Mrs/Ms [Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number] (Hereinafter referred to as the "Employee".)

(The Employer and the Employee are hereinafter collectively referred to as the "Parties", and individually as the "Party").

The Employer and the Employee hereby agree to the terms and conditions as set out in this Agreement:

1. Appointment and Scope of Responsibilities

(a) The Employer hereby appoints the Employee as a part time [insert title/designation] in the [insert name of department].

(b) The Employee will be employed on a part-time basis to provide [insert nature of services] for the [insert Department]. The Employee's job responsibilities will include:

- 1.
- 2.
- 3.

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In addition to the general job responsibilities described in the attachment, the Employee shall also perform such other functions and responsibilities as the Employer may from time to time reasonably require.

(c) The Employee hereby agrees to observe and comply with all rules, regulations, bylaws and policies of the Employer, including without limitation the Ethical Standards and Code of Conduct governing all employees. The Employee acknowledge that even if the Employer is not its primary employer, the Employee may nonetheless be viewed by members of the public or others as a representative of the Employer with little distinction being made between part time and full time employees. Accordingly, the Employee recognizes the importance to the Employer of abiding by all the rules and regulations of the Employer's business, and otherwise conducting itself appropriately at all times, even when acting outside the scope of this Agreement.

(d) The Employee may also be reviewed periodically for reappointment as per the Employer's policy.

(e) The Employee's work schedule will be based on the needs of the [insert name of department] and the requirements of the Employee's position, and will be determined by the Head of the Department or the designee in consultation with the Employee.

2. Working Days and Hours of Work

(a) The Employee shall work 4 days a week, from _____ to _____ [E.g. Monday to Thursday], and shall work for [insert number] hours on the work days, from [insert time] to [insert time] hours.

(b) The Employee shall be entitled to overtime payments against any work which is carried out by the Employee after the normal working hours as enumerated in this Agreement.

3. Compensation

(a) The Employee shall be entitled to receive the payments as per the following:

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Sr. No.	Description	Amount (Rs.)
1.	Hourly Basic Salary	
2.	Allowances (a) Attendance (b) Performance (c) Transport	
3.	Overtime Payment	
3.	Gross Salary [Hourly Basic Pay x No. of Hours + Allowances + Overtime]	

(b) The Gross Salary shall be payable to the Employee by the Employer on the [insert number] day of each month, in arrears.

4. Term and Termination

(a) The term of this Agreement shall begin immediately at the signing of this Agreement and shall continue until the Agreement is terminated by either Party.

(b) The Parties agree that this Agreement can be terminated by either Party giving a minimum of [insert number] months' notice to the other Party.

5. Safety and Health

(a) The Employer shall provide a working environment that is safe and not harmful to the health of the Employee and assumes prime responsibility for all safety and health matters in the place of work. The Employee agrees to cooperate with the Employer to ensure the working environment is as safe and healthy as is reasonably possible.

(b) The Employer agrees to provide the Employee with all necessary protective clothing and equipment associated with the Employee's duties and responsibilities, without any cost to the Employee.

(c) The Employer agrees to compensate the Employee for any injury or disease attributable to the performance of his or her duties and responsibilities under this Agreement, or in the event of death of the Employee due to work or work related circumstances, to compensate the Employee's dependants and beneficiaries.

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6. Loyalty and Confidentiality

(a) The Employee agrees to the best of his or her abilities to protect and promote the property, information and business interests of the Employer and not to disclose information to others that could be harmful to those interests.

(b) The Employer agrees to respect the rights of the Employee as set out in the Constitution and other relevant laws of Pakistan, in this Agreement and the rules and regulations of the Employer, and to treat the Employee fairly and with respect and dignity.

7. Documentation provided by the Employee

The Employee declares that all information, documentary evidence, including educational qualifications and medical reports, references, employment history and other documents relied upon by the Employer in entering into this Agreement are to the best of the knowledge of the Employee correct, complete and verified, as appropriate. The Employee further agrees that non-disclosure or withholding of material information that would otherwise have resulted in the Employer not entering to this Agreement shall result in this Agreement being null and void and may, at the discretion of the Employer, lead to prosecution under the relevant civil and criminal laws of Pakistan.

8. Copy of Agreement

The Employer agrees to provide the Employee with a signed and dated copy of this Agreement, with the original signatures of both Parties, at the time the Agreement is entered into.

IN WITNESS WHEREOF, the Parties have signed this Agreement, having fully understood the conditions set therein, of their own free will, in the presence of witnesses.

For and on behalf of
The Employer

For and on behalf of
The Employee

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Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____
