

(Insert Company Logo)

CONTRACT OF EMPLOYMENT

This AGREEMENT, entered to this _____ *by and between;*

Employer :

Address:

And

Employee :

Civil Status :

Passport Number:

Address :

Telephone Number :

Cellphone Number:

WITNESSETH THAT :

WHEREAS, the Employee recognizes that the company is involved in the business of software development of its client , Cognizant of this, the Employee wishes to be employed by the Employer.

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth below, it

Is hereby covenanted and agreed by the by the Company and the Employees as follows:

1. Site Employment :

EMPLOYEE may be temporarily or permanently re-assigned or transferred to another location or branch or client's office, as may be necessary or convenient for the business operations of

EMPLOYER . Any re-assignment or transfer may be affected after a written notice of the same is given to the **EMPLOYEE**, prior to such re-assignment or transfer.

2. Employee's Specific Work/Position:

A more specific description of **EMPLOYEES** duties and responsibilities will be outlined by the duly authorized representative of the Company, which shall from an integral part of this Contract. **EMPLOYER** has the right to exercise discretion to appoint **EMPLOYEE** for another position or to assign **EMPLOYEE** additional task and responsibilities at any time during the effectivity of this Contract.

3. Employee's Status : Regular () Probationary ()

Your performance shall be evaluated based on the following standard/criteria:

- a.) Competence in you assigned work/job;
- b.) Industriousness
- c.) Diligence
- d.) Efficiency
- e.) Faithful compliance policies, rules , regulations, instructions and guidelines
- f.) Working attitude and relation with superior (s) and co-workers; and
- g.) Loyalty to the Company

Violations of company policies, rules, regulation, instructions, and guidelines or unsatisfactory performance will result in termination of your employment.

4. Employment Period

The start of the employment will commence on _____ and continue until the _____ unless terminated earlier by either party for just cause.

5. Basic Gross Monthly Salary :

Should there be incident when the **EMPLOYER** granted benefits, bonuses when the **EMPLOYER** granted benefits, bonuses or allowances other than those defined the Contract, such incidents shall not to be considered as an established practice or taken as precedent, and shall not form part of the benefits, bonuses and allowances due to demandable under this Contract.

6. Work Schedule : **EMPLOYEE** shall perform work in accordance with applicable work schedule of the **EMPLOYER**

7. Non-Competition : During the period of his employment under the Agreement. **EMPLOYEE** shall

not directly , or indirectly , own manage , operate, join, control, be employed by or participate in the ownership , management , operation, or control of , or be connected in any manner with any business in competition with, directly or indirectly , or similar to the business of **EMPLOYER**.

8. Confidentiality : During and after the Employment period, the Employee will not divulge or appropriate to his own use or to the use of other's in competition with Company. Any secret or confidential information or knowledge pertaining to the business of the Company, or any of its subsidiaries, obtained by him in any way while he was employed by the Company or by any of its subsidiaries.

Breach **EMPLOYEE** of its obligations under paragraphs 9 and 10 shall entitle **EMPLOYER'S** Company Rules and Policies. All existing as well as future rules and regulations issued by **EMPLOYER** are hereby deemed incorporated in this Contract.

9. Intellectual Property :

1. Definitions: As used in this Contract.

a. "Intellectual Property Rights" shall have the definition provided in Republic Act No. 8293, otherwise known as the Intellectual Property Code of the Philippines , which provides that "Intellectual Property Rights" consist of the following:

- 1.) Copyright and Related Marks;
- 2.) Trademark and Services Marks;
- 3.) Geographic Indications;
- 4.) Industrial Designs;
- 5.) Patents;
- 6.) Layout – Designs (Topographies) of Integrated Circuits; and
- 7.) Protection of Undisclosed Information

b. "**Inventions**" shall mean any and all ideas, concepts, discoveries, invention, development, improvements, trade secrets, technical data, know how or other materials, conceived, devised, invented, developed, or reduced to practice or tangible medium by **EMPLOYEE** or any **EMPLOYEE's** affiliates, or under **EMPLOYEE's** affiliates, or under **EMPLOYEE's** direction, which are not otherwise covered by **EMPLOYER's** Intellectual Property Rights as defined above.

2. **Exclusive Property.** All Intellectual Property Rights owned by or registered or applied to be registered in the name **EMPLOYER** shall remain, and **EMPLOYEE** hereby acknowledges them to be, the exclusive Property Rights undertake any action adverse to the same during the effectivity of this Contract or **thereafter**.

3. **Obligation to Report Any violations.** Should **EMPLOYEE** receive any information that any of the Intellectual Property Rights of **EMPLOYER** is being infringed or otherwise violated by any individual , partnership, firm, corporation or entity, **EMPLOYEE** shall, within fifteen (15) days from receipt of the information, immediately report such infringement or violation to **EMPLOYER**

- 4. Ownership, Disclosure and transfer of Inventions.** EMPLOYEE hereby further recognizes that EMPLOYER owns and all inventions. EMPLOYEE hereby undertakes to fully and completely disclose, assign , and transfer to EMPLOYER any such inventions during his/her employment. Should EMPLOYEE obtain any patent or other form of Intellectual Property Rights on any such Inventions, EMPLOYEE shall cede, assign, convey , and transfer any and all his/her rights and interest in such patent or other form of Intellectual Property Rights. EMPLOYEE further agrees to execute such documents and perform such activities as EMPLOYER may reasonably request to obtain such patent or other form of registration.
- 5. Obligation to Return and Prohibition to Retain or Copy.** Upon termination of EMPLOYEE'S employment , all evidences of EMPLOYER'S Intellectual Property Rights and/or Invention , tangible, intangible, in the possession of EMPLOYEE shall be returned EMPLOYER , and EMPLOYEE shall not make or retain any copies or excerpts thereof.
- 6. Survival Obligations.** EMPLOYEE'S obligation under this Article shall survive the termination of his/her employment. For this purpose , EMPLOYEE agrees to assign the Confidentiality and Intellectual Property Acknowledge statement, hereto attached as ANNEX "C" , upon commencement of his/her employment.

7. Assignment and Transfer

Employee's right and obligation under the this Agreement shall not be transferrable by assignment or otherwise , and any propose assignment, transfer or delegation thereof shall be void. This agreement shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all Company's assets, any corporate successor to Company or any assignee thereof.

8. Amendment

This Agreement may be amended only by a writing signed by EMPLOYEE and by a duly authorized representative of the Company.

9. SEVERABILITY

If any term, provision, covenant or condition of this Agreement or the application thereof to any person, place or circumstances, shall be held invalid, unenforceable or void, remainder of the Agreement and such term, provision, covenant or condition as applied to other person places and circumstances shall remain in full force and effect.

10. SOLICITATION

The Employer further agrees that during term of this Agreement and following the termination of this Agreement , whether the termination shall be voluntary of with or without cause, or whether the termination is solely due to the expiration of the term of the Agreement, the Employee will not, in any manner or at any time , solicit or encourage any person, firm, company, or other business entity who are clients, business associates or referral sources of the Company to cease doing business with the Company or to do business with the company or to do business with the Employee.

11. Indemnification

The Employee hereby agrees to indemnify and hold the Company and its officers, directors, shareholders, and executives harmless from and against any loss, claim, damage, or expense and/or all cost prosecution or defense of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing attorney's fees and all cost and expenses of litigation, arising from our growing out of the Employee's breach or threatened breach of any covenant contained herein.

12. Limitation on Authority

Without the express written consent from the Company, The Employees shall have no apparent or implied authority to: (i) Pledge the credit of the Company or any its other Executives (II) Bind the company under the any contracts, agreement, note mortgage, or otherwise ; (iii) Released of discharge any debt due the company unless the company has received the full amount hereof or (iv) Sell, mortgage , transfer or otherwise dispose of any assets of the Company.

13. Invalid Provision; Severability

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provision hereof, and the Agreement shall be construed in all respect as if such invalid or unenforceable provision were omitted.

14. Modification

No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

15. Entire Agreement.

This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an

Agreement in writing signed by the party against whom any waiver , change, amendment, modification or discharge is sought.

IN WITNESS HEREOF, each party to this Agreement has caused it to be executed at PLACE OF EXECUTION on the date indicated below.

EMPLOYEE :

EMPLOYER :

WITNESS

WITNESS
