

EMPLOYMENT AGREEMENT FOR STARTUPS



The Employment Agreement for Startups regulates the employment relationship between a startup and its employees, especially in an international environment, with employees from different countries. The agreement is especially suitable for the full time employment of junior or mid-level employees. The clauses of the contract regulate the main matters of this type of contract such as: job title, salary and employment conditions, place of work, holidays, confidentiality and non-competition (or non-compete clauses), applicable law and competent jurisdiction. Since, this **Employment Agreement for Startups** is not sector or industry specific, additional clauses may be relevant to meet the needs of particular sector (for example, IP matters for the technology sector).

EMPLOYMENT AGREEMENT FOR STARTUPS

DATE:

BETWEEN:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is, represented by
..... [surname and first name, position] (hereinafter, referred
to as “the Company”),

AND:

Mr./Ms., of legal age, Tax Identification Number....., registered address
, acting on his/her own behalf (hereafter, “the Employee”).

Both parties acknowledge each other’s right and ability to undertake the terms of the present Agreement.

This is the Employment Agreement between the Parties. It contains the terms of the employee’s employment as required by [insert country/Jurisdiction]’s employment laws (1).

1. COMMENCEMENT OF EMPLOYMENT

1.1 Your employer is[insert name of company]
(hereinafter, Employer, Company or we).

1.2 Your employment with the Company commences on.....
[insert date/month/year].

1.3 Probationary period **(2)**. The first [*insert period of time, e. g.: one month, three months, etc.*] of your employment shall be a probationary period and your employment may be terminated during this period at any time on [*insert number, usually 2*] week(s)' prior written notice.

1.4 We may at our discretion extend this period for up to a further [*insert number*] month(s).

1.5 During this probationary period your performance and suitability for continued employment will be monitored. At the end of the probationary period, we will inform you in writing whether you have successfully completed your probation period and matters for moving forward.

2. JOB TITLE (3)

2.1 You are employed as full-time [*insert job title*] and report to [*title name of the person within the Company*]. Your duties are set out in the attached job description **(4)** at Annex 1 to this Agreement.

2.2 You may be required to undertake other duties from time to time as we may reasonably require and where such duties fit in your skills as required and approved **(5)**.

2.3 You warrant that you have the requisite social status to work and are entitled to work in [*name of the country*] without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company **(6)**.

2.4 You shall not take on any work for anyone or anywhere else while you are employed by the Company **(7)**.

2.5 In performing your tasks and duties under this agreement, you shall always observe the interests of the Company and perform your duties assigned to you by the Company with diligence and goodfaith.

2.6 You shall devote all of your working time to the business of the Company (and where applicable its affiliated companies) and shall use your best endeavours where possible to promote and develop the interests of the Company.

2.7 You warrant to the Company that by entering into this agreement or performing your obligations you will not be in breach of any court order or any express or implied terms of any contract or obligations which prohibit you from performance.

3. PLACE OF WORK

3.1 Your normal place of work is [*insert location*] in [*insert country*]

3.2 You may be required to work at another location as directed by the Employer from time to time **(8)**.

4. SALARY (9)

4.1 Your salary will be [insert amount and currency] per year which shall accrue from day to day at a rate of [1/365] (10) of your annual salary and be payable monthly in arrears on or about the last day of each month directly into your bank account.

4.2 We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Company at any time (11).

4.3 Where you have incurred reasonable expenses during the course of performing your tasks and duties under your employment, the Company shall reimburse you all reasonable expenses subject to your production of receipts or such other appropriate evidence as the Company requires.

5. WORKING SALARY AND PROCEDURES (12)

5.1 Your normal hours of work will be between [insert hours and days, e.g.: 09.00 to 18.00 from Monday to Friday], inclusive, with a[one-hour] unpaid lunch break each working day. The weekly working hours are [insert number, usually 40] hours. You may be required to work such additional hours as may be necessary [without extra remuneration OR with additional pay on a pro rata hourly basis].

5.2 You are required at all times to comply with our rules, policies and procedures which are in force from time to time. If you have any questions about this, you should contact.....[title/name of person within the Company].



This is a sample of Employment Agreement for Startups.

To get more information about this contract click here:



[EMPLOYMENT AGREEMENT FOR STARTUPS](#)

USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be [*city and country*]. In this case the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterwards eliminate the bracketed text [*city and country*].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 [*insert full address*].
- Party 2 [*insert full address*].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives, so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules established by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

LEGAL WARNING

Depending upon your particular situation this contract might not meet your needs and requirements. In case of doubt, you should consult a legal advisor.

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BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

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