Children of Hope

c/o: Hope Foundation Uganda

Namwendwa Road P.O Box 378 Kamuli, Uganda

# Children of Hope, [write title], Employment Contract

This contract is made on this day: [write the date of signing the contract]

### **BETWEEN**

Children of Hope (Hereinafter called "Employer")

Children of Hope is working with child sponsorship in Kamuli District. COH is a partnership between Hope Denmark and Hope Foundation Uganda.

### AND

Name: XXXXX
Residence: XXXXX
Private phone: XXXXX
Private email: XXXXX

Work phone: XXXXX
Work email: XXXXX
(Hereinafter called "Employee")

# 1. Appointment

The Employee shall, subject to the General Terms and Conditions of Employment of Employer unless altered or amended by this Agreement, serve employer well and faithfully as:

Position: XXXXX

Reporting to the: Program Manager, Children of Hope

For a period of: Running until further notice. (first 3 month is probationary period)

With effect from: XXXXX

The Employee shall use the best endeavors to promote the interests of the Employer.

2. Place of work: XXXXX

Besides office hours the employee must be ready to go to the project area, Kamuli district, and where ever in Uganda we need the Employee to travel to

fulfill the tasks given.

3. Job description: XXXXX

3.1 Job Title: XXXXX

3.2 Duties: XXXXX

### 4. Payment

### 4.1 Salary/Wage:

The Employee will receive remuneration for services amounting to a gross salary of U Shs: XXXXX (amount in words) per month.

#### 4.2 Allowances

The employee shall be entitled to:

(a) Transport allowance of: N/A, incorporated in salary (b) Lunch allowance of: N/A, incorporated in salary

(b) Housing allowance of: N/A(c) Medical allowance of: N/A

#### 4.4 Tax and NSSF:

Tax is an issue which the Employee is obliged to familiarize herself or himself with.

NSSF is an issue which the Employer will look into if/when we reach the size (5 or more) where it is legal to register.

The Employer will contribute to the Fund at the current stipulated rate of 10% of the Employee's gross salary. The Employee will contribute the current stipulated amount of 5% of his gross salary.

### 5. Business Expenses

Expenses incurred by the Employee in connection with the business activities of the Employer shall be reimbursed by the Employer against receipts. The reimbursement of business costs will be according to the Employer's policy, with which the Employee is obliged to familiarize herself or himself.

#### 6. Hours of Work

The Employee will be required to work 48 hours per week excluding lunch and tea breaks. The normal hours of duty may be changed by Management to suit the requirement of the work programmes. The above applies to full time (100%) position, other positions could be part time fx 50%=24 hours and so on.

### 7. Leave

The Employee shall be entitled to an annual paid leave of 21 working days. This leave has to be taken within the respective calendar year. However, the right to this leave may be postponed for serious reasons, with prior written permission being given by the CEO. Leave will be taken at a time mutually convenient to both employer and the Employee.

#### 8. Termination of Contract

This Contract may be terminated by either party at the end of any calendar month by giving notice in writing to the other party as set out in the Regulations or paying in lieu of notice. Termination may be effected under the following circumstances:

Failing to fulfill obligations under this agreement having first been given notice of the default and having continued in default.

Exercising unreasonable slowness or delays in carrying out obligations under this agreement having confirmed in default.

In the event of such termination, the Employer will pay the Employee for the work as approved by the Program Manaer prior to effective date of termination.

If the conditions of work are extremely unfavorable for the employee.

If the employee wishes to resign for any other reason, he/she is free to proceed on condition that he/she notifies the management one month in advance.

# 9. Other terms of employment:

If necessary

# 10. Alteration of the Contract

This Employment Contract comprises the totality of all contractual relations between the Employer and the Employee. It replaces all previous offers, promises and contracts in verbal or written form between the parties. No alteration in the Terms of the Contract shall be binding unless made in writing and signed by both parties.

# 11. Applicable Law and Jurisdiction

The Terms of this Contract shall be interpreted, the relations between the parties who are signatories thereto shall be determined, in accordance with the Laws of Uganda.

# 12. Final Provisions

All issues not mentioned in this Contract will be covered in accordance with the Labour Laws of Uganda.

The Employee shall devote their entire professional capacity to the interests of the Employer, and will refrain from any activity which might be harmful to such interest.

The Employee may not disclose to third parties any confidential information, knowledge or documentation relating to transactions, organizational or business matters, production processes, products, developments or research findings of the Employer, both during or following termination of the Employer-Employee relationship, and may not provide third parties with the opportunity of obtaining this information.

In addition, the Employee is obligated to maintain secrecy about confidential information with which they are entrusted in connection with their work by the Employer, prospective customer, or other outside parties, or which they learn about in any other way.

In witness whereof, the parties have signed this Contract in duplicate on this: [write the date of signing the contract]

Name:		Name:	
	COH-Program Manager on behalf of Hope Foundation Ug.		Employee
Witnesses:			
Witness:			
	(Name Capital letters)	(Signatur)	
Witness:			
	(Name Capital letters)	(Signatur)	

### Qs and As:

Must I have an Employment Contract if I work?

Yes. It is a legal requirement in Uganda for the employer to provide an employment contract for each employee whom he or she employs.

# What should be in the contract?

The employment contract should clearly state the terms and conditions of employment such as duration of employment, place of work, hours of work, wages, termination, etc.

# What should I do when I get my contract?

The employee should read the employment contract thoroughly before signing. In case an employee does not understand any particular aspect of the employment contract, legal guidance should be sought from the worker's union or from any other legal expert. If the employee is not in agreement with any part of the employment contract he or she has the right to request for changes to be made by the employer before he or she signs it.

What if something in the contract is not correct, according to the labour laws?

All employment contracts must be in line with the provisions of the labour laws of Uganda. If this is not the case then that particular provision of the employment contract is rendered null and void.