

Employment Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

This kind of document is regulated differently almost everywhere. Many places require specific notices, disclosures or statutory wording, and some make clauses like these unenforceable outright. Treat this template as a starting point to take to a local lawyer, not as a document to sign as-is.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Employment Contract

This Employment Contract (this "Agreement") is made on [Date] between [Employer full legal name] of [Employer address] (the "Employer") and [Employee full legal name] of [Employee address] (the "Employee").

The Employer wishes to employ the Employee, and the Employee wishes to accept employment with the Employer, on the terms set out in this Agreement. This Agreement takes effect on [Start date] (the "Start Date").

1. Position and Duties

The Employer employs the Employee in the position of [Job title], reporting to [Manager name or title]. The Employee shall perform the duties customarily associated with that position, together with [Any additional specific duties], and such other duties consistent with the position as the Employer may reasonably assign from time to time.

The Employee shall devote their full working time, attention and skill to the Employer's business during working hours, and shall not, without the Employer's prior written consent, undertake any other paid employment or business activity that conflicts with the Employee's duties under this Agreement.

2. Work Location and Schedule

The Employee's primary work location is [Work location, e.g. office address or "remote"]. The Employee's normal working hours are [Working hours, e.g. 9:00 a.m. to 5:00 p.m., Monday to Friday], subject to the reasonable business needs of the Employer and any overtime or scheduling rules required by applicable law.

3. Compensation

The Employer shall pay the Employee a [Pay basis, e.g. "salary" or "hourly wage"] of [Compensation amount, e.g. \$75,000 per year], payable [Pay frequency, e.g. bi-weekly] in accordance with the Employer's standard payroll practices, less applicable withholdings and deductions required by law.

The Employer will review the Employee's compensation [Compensation review frequency, e.g. annually]. Any increase, bonus or other additional compensation is at the Employer's discretion unless separately guaranteed in writing.

4. Benefits

The Employee is eligible to participate in the benefit plans the Employer generally makes available to employees in a similar position, which currently include [Benefits summary, e.g. health insurance, retirement plan, paid time off] , subject to the eligibility rules, contribution requirements and terms of each plan as they exist or are amended from time to time.

The Employee is entitled to [Paid time off entitlement, e.g. 15 days of paid vacation per year] , plus any public holidays the Employer observes and any leave required by applicable law. Nothing in this Agreement guarantees the continuation of any particular benefit plan.

5. Term of Employment

Employment under this Agreement is [Term type — write "at-will, with no fixed term" or "for a fixed term ending on [date]"] .

Where employment is at-will: either party may end the employment relationship at any time, with or without cause, and with or without advance notice, subject only to the notice and severance requirements (if any) set out below or required by applicable law. Nothing in this Agreement, or in any employee handbook or policy, changes the at-will nature of the employment unless a modification is signed by an authorized officer of the Employer.

Where employment is for a fixed term: this Agreement continues until the stated end date unless ended earlier under the Termination clause below, and any renewal or extension must be agreed in writing by both parties before the term expires.

6. Termination

Either party may end the employment relationship by giving [Notice period, e.g. two (2) weeks] written notice to the other, except that the Employer may end the relationship immediately and without notice for cause, including for gross misconduct, material breach of this Agreement, dishonesty, or conduct that seriously harms the Employer's business or reputation.

On termination for any reason, the Employer shall pay the Employee all compensation earned through the last day of employment, together with any severance the Employer is required to provide by applicable law or a separate written policy. The Employee shall promptly return all Employer property, including devices, keys, access credentials and documents, and shall cooperate with a reasonable transition of the Employee's duties.

7. Confidentiality

"Confidential Information" means any non-public information belonging to the Employer, or to a client or partner of the Employer, that the Employee learns of or has access to because of the employment — including trade secrets, business and financial information, pricing, customer and supplier lists, product plans, source code, technical data and know-how, and personnel information about other employees.

The Employee shall keep Confidential Information strictly confidential during and after employment, use it only to perform the Employee's duties for the Employer, and not disclose it to any third party except as required by the Employee's duties, with the Employer's written consent, or as required by law. This obligation continues after the employment relationship ends, for as long as the information remains confidential.

8. Intellectual Property Assignment

The Employee assigns to the Employer all right, title and interest in any invention, work of authorship, design, software, process or other work product that the Employee creates, alone or with others, during the employment and within the scope of the Employee's duties, or using the Employer's equipment, facilities or Confidential Information (collectively, "Work Product"). The Employee shall promptly disclose all Work Product to the Employer and sign any document reasonably needed to perfect the Employer's ownership of it.

This assignment does not apply to an invention the Employee develops entirely on the Employee's own time, without using the Employer's equipment, facilities or Confidential Information, and that does not relate to the Employer's business or actual or anticipated research — to the extent applicable law makes such inventions the Employee's own. The Employee should check the specific carve-out (if any) that the law of the Employee's state or country provides, since the scope of this carve-out is not the same everywhere.

9. Restrictive Covenants

During employment, and for [Post-employment restricted period, e.g. six (6) months] afterward, the Employee shall not solicit the Employer's employees to leave the Employer, or solicit the Employer's clients or customers with whom the Employee had material contact during employment, for a competing purpose.

Any additional restriction on the Employee's ability to work for a competitor after employment ends (a non-compete) must be set out in a separate signed agreement, since whether such a restriction is enforceable at all — and if so, how narrow it must be in scope, geography and duration — depends entirely on the law of the state or country where the Employee works, and several jurisdictions ban non-competes outright for

most employees.

10. Policies and Employee Handbook

The Employee shall comply with the Employer's policies and procedures, including any employee handbook, as they exist or are amended from time to time. Those policies are incorporated into this Agreement by reference, except that no policy or handbook provision changes the at-will (or fixed-term) status of the employment described above, or any other express term of this Agreement, unless the change is made in a signed written amendment to this Agreement.

If a policy conflicts with an express term of this Agreement, the express term of this Agreement controls.

11. Governing Law and Jurisdiction

This Agreement is governed by the laws of [Governing law, e.g. the State of Texas] , without regard to conflict-of-laws principles, and without limiting any employment right the Employee has under the mandatory law of the place where the Employee actually works. The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] for any dispute arising out of this Agreement.

12. General

This Agreement is the entire agreement between the parties concerning the Employee's employment, and replaces any earlier offer, understanding or agreement on that subject. It may only be amended in a document signed by both parties.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure to enforce any provision is not a waiver of it. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Employer

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Employee

Signature: _____

Printed name: _____

Date: _____