

EMPLOYMENT AGREEMENT

for an indefinite term

between

EMPLOYER NAME
Employer Address
Employer Address
ANDORRA

(hereinafter: the Employer)

and

First name Last name
Address
Postal code City
ANDORRA

(hereinafter: the Employee)

Article 1

Term

This employment agreement shall start on **DD/MM/YYYY** for an indefinite period. The Employee is hired as a **JOB TITLE**

Article 2

Workplace and Tools

The Employee shall work for the Employer from home or in any other premises of his choice. The Employer shall provide him with the material needed to perform his job, including a computer.

The material shall be used with care and returned by the Employer at the end of the employment relationship. Should the material entrusted to him be damaged by his own fault, the Employee shall be liable to the Employer for replacement costs.

Article 3

Salary

The gross annual base salary is set at **EUR XX,XXX.XX** divided into 12 gross monthly payments of **EUR XX,XXX.XX** for a full-time employment. The monthly salary shall be paid no later than the 4th day of the following month. The amount of hours worked overtime shall not be included in the calculation of the right to the 13th salary.

Article 4

Working Time

The average working time shall be **40 hours** per week. Any overtime worked upon request or out of necessity shall be set off by free time or paid as agreed.

Article 5

Vacation

The duration of vacation is **22 days**.

14 unpaid bank holidays shall be determined by domestic and local laws.

Article 6

Note of expenses

The notes of expenses in relation with the Employee's activity within the Company shall be refunded exclusively upon presentation of supporting documents. It is specified that the use of a private vehicle in relation with professional activities shall be covered at the rate of **EUR 0.40 per km**.

Article 7

Absence

Any absence for more than 3 days due to illness or accident should be supported by a medical certificate.

Article 8
Trial Period

The first **three months** of working relationship shall be considered as a trial period.

Article 9
End of Working Relationship

During the trial period, the working relationship may be terminated by each party at any time with a 7-day notice.

After the trial period, the agreement may be terminated by each party for the end of a month, with a one-month notice during the first year of service, a two-month notice from the second to the ninth year of service and a three-month notice subsequently.

Article 10
Duty of Confidentiality

The Employee undertakes to keep confidential all the information acquired in the performance of his duties. Confidential information shall include any information - in any form, whether written, printed or digital - in relation with the projected entrusted to the Employee by the Employer, the procedures used and the know-how of the Employer, without limitation. The Employee undertakes to refrain from disclosing confidential information or any part thereof to third parties and from using the same for himself or for his own benefit.

The duty of confidentiality shall survive the end of the working relationship, for whatever reason. Any breach of this clause shall result in the termination of this Employment Agreement with immediate effect.

Article 11
Intellectual Property

In relation with this agreement, an invention shall mean any design, invention, study, project, model, plan, drawing, text, code, software, development, process, formula, product improvement, database, know-how, as well as any other tangible or intangible property that is or is not patentable and may or may not be protected by any other means, which is designed, made or developed by the Employee as part of his functions. The Employee acknowledges that all the inventions shall belong to the Employer and that this is covered by his salary.

These duties shall survive the end of the working relationship, for whatever reason. Any breach of this clause shall result in the termination of this Employment Agreement with immediate effect.

However, these duties shall not apply to projects developed and published with open source licenses. The Employee may, in his own discretion, keep the attribution of open source works in which he has participated.

Article 12
Law

This Employment Agreement shall be governed by Andorra laws.

Article 13
Jurisdiction

Any disputes that cannot be settled amicably among the parties shall be subject to the exclusive jurisdiction of the courts of *Andorra* with prorogation, subject to the mandatory provisions of international law.

Made in *City*, in two counterparts, on *1st July 2018*

The Employer:

The Employee:

Employer Name
Employer signatory Name

First name Last name