

A Template for Employment Contract in Commercial, Industrial Free Zone and Special Economic Zones

This contract has been drawn up as per the laws governing the employment of manpower, insurance, and social security in Iranian industrial-Commercial Free zones as stated below:

A: Parties' Particulars

- 1- **Real Employer:** First Name..... Last Name..... Father's Name..... ID Number.... Place of Issue..... Date of Birth..... National ID..... Address..... Telephone.....
- 2- **Legal Employer:** Name of Institute/Company/organization..... Registration Code..... Place of Registry.... Signatories 1- 2- 3- The Head office Address.....
- 3- **Employee:** First Name..... Last Name..... Father's Name..... Nationality..... ID Number.... Place of Issue..... Date of Birth..... National ID..... Address..... Telephone..... Passport Number (Foreign Nationals) Date of Expiry Number of Work Permit Date of Expiry Place of Permit Issuance

B- Job Conditions

- 4- The position is and the job description is defined as

Employee's Signature/Fingerprint Employer's Signature & Workshop's Seal

- Performing further tasks assigned by superior authority within the framework of predetermined/comparable job description

5- Salary and Benefits

The daily wage IRR (State the Name of Foreign Currency, if applicable)

The benefits include:

- Monthly IRR

Dependent child wage is determined IRR per month for each child, should their number do not exceed and the employee must have fully-paid insurance premium for at least 720 days in his records. (at least three times as much as the lowest daily wages for each child)

Part of the salary and benefits worth IRR shall be paid in non-cash and the delivered items are as follows:

- (Commodity Name) per month..... (Unit) worth IRR
- (Commodity Name) per month..... (Unit) worth IRR
- (Commodity Name) per month..... (Unit) worth IRR

6- The agreed normal work hours shall be 8 hours per day and 176 hours within four weeks, to start at and end at

Note1: the intervals/breaks taken to rest, eat, and pray shall not include in the work hours.

Note2: the employer reserves the right to draw back/forth the starting/finishing time in accordance with the workshop's requirements; however, shall not be authorized to extend it.

Note3: Normal work hours (day) will range between 6 am and 22 pm of any business day.

Employee's signature/fingerprint

Employer's signature & workshop's seal

7- Fridays, official holidays of the country and the 11th of Ordibehesht are considered as holidays with all the salaries and benefits.

8- The earned leave of the Employee shall be days per year taking the Fridays into account and such leaves shall be effective upon the Employee's request and the Employer's consent both in writing.

Note: the earned leave is determined to be at least 20 days per year.

9- Work Place: Free/Special economic zone And workshop address telephone

10- This contract shall be in force as of until and it shall be renewed only in written; otherwise it will be interpreted as null and void. (not to state the time period, shall render the contract permanent.)

11- This contract is concluded as of for conducting a particular piece of job and the job title is defined as the contract shall be terminated upon conducting and completion of the job.

Note: A one/three-month term is deemed as probation period. (first contract)

12- The instances known as common codes of practice and agreed-upon by two parties shall include:

-
-
-
-

C- Parties' Liabilities

13- The Employer is obliged to provide insurance for the Employee with Insurance agent.

Employee's signature/fingerprint

Employer's signature & workshop's seal

- 14- In case, the job is to be carried out on shifts, as may be requested by the Employer, a sum equal to IRR or percent of the total salary shall be paid to the Employee as extraordinary shifts pay in addition to the regular wage and benefits.
- 15- If the job is to be carried out overnight (22 pm- 6 am), a sum equal to IRR or Percent of the daily payment shall be paid to the Employee as extraordinary overnight pay in addition to the regular payment as per the contractual agreement.
- 16- If the Employee is required to work on Fridays and holidays, the Employer shall pay a sum equal to IRR or percent of his daily payment as the extraordinary pay for working on holidays in addition to the regular payment as per the contract.
- 17- In case the Employer dispatches the Employee to an area other than the workshop whereabouts, he shall pay him a sum equal to IRR or percent of the daily payment in addition to the transportation expenses and regular payment as extraordinary assignment pay.
- 18- It has been agreed that a sum of IRR- known as eve pay- as much as daily wage to be paid to the Employee in Esfand every year.
- 19- The Employee shall be duty-bound to comply with the workshop's bylaws, which has been ratified by respective organization in the region. Otherwise he shall be treated as per the regulations in case of any misdeed. (The discipline bylaw is attached herewith).
- 20- The parties undertake to comply with technical, security and professional health care laws in work setting. The Employer shall provide the Employee with health and safety supplies suited to the nature of their job and environmental requirements and train the employee how to use them completely and in every way.

21- If the Employee's violation is proved, the Employer may cease to cooperate with him, upon paying him a sum as much as 15 daily wages in return for each year's engagement as benefits of completion of work. Otherwise, the Employer has the right to return the said Employee to work upon paying him a commission for the days of suspension or to stop cooperating with him upon paying a sum as much as 45 daily wages in return for each year's engagement.

Employee's signature/fingerprint

Employer's signature & workshop's seal

22- The Employer and the Employee has agreed that if the employment contract terminates (as stated by the article 12 of employment regulations and 23 of this document), the Employer shall pay a sum as much as daily wages or IRR to the Employee in return for each year's engagement as the benefits of completion of work. (known as Sanawat).

23- The Employer can change the Employee's task and job conditions by Employee's consent, till the contract is in force.

Note: Any unexpected event (force majeure) that is beyond the parties' control, shall be excluded from this rule and any dispute in this regard shall be settled through a written decree by Labor and Employment Services Department as impartial observer at the first stage. If the dispute is not settled after the parties' petition, the ruling by an investigation board shall be binding.

24- Each party can terminate this contract upon issuing a notice in writing one month in advance and this shall be deed as termination requirements.

25- The International Labor Organization's protocols and letters of recommendations which is communicated to the workshop through the Labor and Employment Services Department of the region shall be in effect and binding herein.

26- The employment, insurance and social security laws in free zones shall govern the unsaid in this contract. In case of any dispute over interpretation or enforcement of the contract's terms, the ruling by the Labor and Employment Services Department, as impartial observer, in the first instance and those by the investigation board later on shall be binding to the parties.

This contract was prepared on including 26 Articles and 6 Notes in three copies, each of the same content which shall be authentic, one to be kept by the Employer, one by Employee and the other by the Employment Services Department as the Organization's representative after getting all the pages signed.

Employee's signature/fingerprint

Employer's signature & workshop's seal