*Annex VI to the decree* *A/86 of the Minister for Family, Labour*

 *and Social Protection* *dated 26 December 2024*

STANDARD EMPLOYMENT CONTRACT TEMPLATE

FOR REMOTE WORK

Date: No. Ulaanbaatar

This employment contract (*hereinafter referred to as "the Contract*") is made by mutual agreement between ........................... (*name of the enterprise or organization*) (*hereinafter referred to as "the Employer*"), represented by director/chairman ............................(*hereinafter referred to as "the Employer"*), on the one hand, citizen ....................... (*surname*) ................. (*name*) *(hereinafter referred to as “the Employee*”), on the other hand, employer and employee together (*hereinafter referred to as “the Parties”*) based on Labour Law of Mongolia, other relevant laws, internal labour regulations, and internal labour standards on the following conditions.

**One. General Provisions**

* 1. The purpose of this contract is to regulate employment relations arising from remote work, and the employer authorizes the employee to fully or partially perform his/her job duties remotely, as stipulated in Clause 68.1 of Article 68 of the Labour Law.
	2. This employment contract applies when the employee and employer mutually agree on duties performed entirely remotely using a digital network. If the work is performed partially remote via the Internet (on specific days of the week), this contract can be adjusted accordingly and attached to the employment contract.
	3. The contract shall meet the requirements for employment contracts stipulated in Article 12 of the Labour Law.
	4. The employment relations of the employee shall be governed equally by the Labour Law, relevant legislation, collective bargaining agreements, internal labour regulations and standards.
	5. An employee shall posses the same rights and obligations as other employees performing the same job duties except expressly provided in the laws and regulations.
	6. Occupational safety and health relations shall be regulated by the Law on Occupational Safety and Health.
	7. Social insurance related relations between employee and employer shall be regulated by the Law on Social Insurance.
	8. Employee’s employment relations, other issues related to internal labour regulations and internal labour standards not specified in this contract shall be regulated by Labour law.
	9. During the implementation of this contract by the parties, the basic principles and fundamental rights of employment and labour relations, as well as any provisions prohibiting discrimination, harassment, violence, and sexual harassment in employment and labour relations shall also be applied as stipulated on the Labour law.

**Two. The main terms of employment contract**

* 1. The employer and employee shall mutually agree on the employee’s duties and responsibilities, the amount of wages, and other employment conditions, and the employment relations shall become effective once when the employee starts performing his/her duties.
	2. The employee shall work at the ....................................(name of the enterprise or organization) .............................(name of the structural unit) as ............................. (job/position) and perform the tasks specified in the job description.
	3. The place of work: ...................... (the specific location for the employee’s duties shall be clearly specified)
	4. The employee shall deliver ………………..(name and quantity of tasks or deliverables) by …..… (date) through ………….(methos of submission e.g., email, online platform) to the employer.
	5. The monthly /daily/ hourly wages of the employee is ............ /MNT.
	6. The types of distance work are. a.full-time remote work via internet

 b.part-time remote work via internet

 c. part-time person/days in a week

* 1. If the employee utilizes their own property or equipment, the employer shall provide compensation of …… for it (or it should be explicitly stated here if the employee uses property or equipment provided by the employer).
	2. Appendices containing the job description, provisions on property liability, non-disclosure agreement, and other mutually agreed agreements/terms shall be an integral part of this contract.

**Three. Additional terms of the contract**

* 1. The duration of remote work is ..... months ....days (the employee's duration of remote work should be explicitly specified indicating the specific dates or the number of workdays in a week).
	2. The basic terms reflected in the labour Law shall be applied to determine the length of the employee's normal working day, the hours of ordinary work per week, the maximum limit of weekly hours of work, and overtime limits.
	3. The length of the employee’s normal working days shall be …hours and the hours of ordinary work per week shall be …... The maximum weekly hours of work shall not exceed .…hours. The maximum limit of overtime work shall not exceed …..hours per day.
	4. Compliance with labour law, collective agreements, internal labour regulations and standards shall be mandatory in all matters related to determining and disbursing employee base pay, additional pay, overtime pay, annual leave pay and bonuses.
	5. When the employer pays the employee a salary, the employer shall inform the employee in writing or electronically about the composition of the wage structure, the amount of deductions, their basis, and the net amount paid.
	6. The employer can improve the basic conditions specified in the labour law and re-determine the employee’s work hours limits and working hours.
	7. The employee’s non-compete obligations. **confidentiality commitments** and full property liability shall be resolved based on the internal labour regulations and the Labour Law.

**Four. Rights and obligations of the parties**

* 1. **Employer shall have the following basic rights:**
		1. to amend, cancel, or terminate the contract established with the employee in compliance with the Labour law and relevant legislation;
		2. to demand the employee to comply with the Labour Law, this contract, internal labour regulations, and internal labour standards, and perform duties specified in the job description; and provide instructions and recommendations;
		3. to reward the employee;
		4. to impose disciplinary sanctions and property liability on employees in accordance with the applicable legislation;
		5. Хууto obtain necessary information from employees in accordance with the applicable legislation;
		6. to work the employee in the workplace where necessary upon agreeing with the employee;
		7. to approve and comply a hybrid work schedule if the employee partially perform his/her job duties remotely;
		8. other rights stipulated by legislation.
	2. **The employer shall have the following basic duties:**
		1. to fulfill obligations under the Labour Law, collective contracts, collective agreements, and internal labour regulations;
		2. to organize the employee's work optimally and prepare the job description and present it to the employee;
		3. to timely pay the employee remuneration in accordance with the work and duties performed, provide the employee with the information regarding the organization’s remuneration system and regulations;
		4. to ensure the employee is offered a position/job that complies with the requirements and standards specified in the Law on Occupational Safety and Health, and that is devoid of any form of harassment, violence, and sexual harassment;
		5. to respect the rights, freedoms, legitimate interests, dignity and reputation of the employee, to refrain from disclosing the employee’s private information;
		6. to furnish the employee with the necessary equipment, tools, documents, and other items essential for the execution of their work and duties, and instruct the employee;
		7. in compliance with the legislation, to offer the employee opportunities for professional development and retraining within the parameters of the job description;
		8. to allow employee to be covered by the social protection procedures that are in force within the organization;
		9. to receive feedbacks, requests, and complaints from the employee in writing form and resolve them within the timeframe stipulated by legislation, and provide timely notification of the resolution;
		10. to adhere to the applicable procedures when using monitoring equipment in the workplace;
		11. to explain and notify the employee of the grounds for employment contracts termination;
		12. other duties as stipulated by legislation.
	3. **The employee shall have the following basic rights:**
		1. to voluntarily conclude, amend and terminate the employment contract with the employer;
		2. to work in a workplace that complies with occupational safety and health requirements and standards, and receive accurate information regarding it;
		3. to request to the employer and their representatives to improve working conditions and to demand their implementation;
		4. to receive a fair salary commensurate with the work and duties performed and the job performance shall be assessed impartially in accordance with the payment procedure;
		5. to avail of an annual leave and obtain personal leave in accordance with the relevant procedures;
		6. to file/lodge a complaint with appropriate authorities in case of a perceived violation of the employee’s right to work and legitimate interests;
		7. to amend and make alteration in the contract and offer suggestions, submit requests and voice complaints on other matters related to employment relations;
		8. to monitor payment and confirmation (of payment) of social and health insurance premiums, and request to redress incorrect, incomplete, or erroneous entries;
		9. other rights as stipulated by legislation.
	4. **The employee shall have the following basic duties:**
		1. ~~t~~o perform the assigned work and duties faithfully to the best of one’s abilities and skills while keeping the company’s dignity;;
		2. to adhere to labour legislation, job description, collective contract, collective agreements; employment contract and internal labour regulations;
		3. to adhere to the designated working time, and utilize the allocated working hours exclusively for the performance of assigned duties;
		4. to be able to perform duties when coming to work, and to abstain from consuming alcohol, narcotic drugs while performing the work and duties, not to inflict harassment, violence or sexual harassment.
		5. to enhance professional qualifications and skills and acquire dual skills when necessary;
		6. to abstain from undertaking any work or services that competes or overlap with organization’s activities unless explicitly authorized to do so by the employer;
		7. to promptly notify the employer of changes to personal information per established procedures;
		8. not to divulge/disclose the confidential information or an individual’s privacy that the employee acquired/obtained while performing their work and duties; and not to misuse the information for any other purpose;
		9. to adhere to the laws, standards, rules, and regulations pertaining to occupational safety and health, as well as fulfill the duties assigned by the employer in this domain; prevent industrial accidents, utilize work attire and protective equipment in the workplace as per provided instructions;
		10. to adhere technological procedures in the of production process and follow instructions for the use of equipment;
		11. to promptly inform the employer or the direct reporting supervisor of situations the emergence of situations endangering own or other people’s life and health, and the employer’s property;
		12. to respect employer’s right to exercise its management duties, and carry out in a timely and complete manner execute legitimate instructions from the employer or its representatives;
		13. upon the employer’s request, to furnish accurate information regarding the work and duties performed, and to provide reports on completed tasks;
		14. the employee working remotely must ensure digital connectivity during working hours, keep the mobile phone available, and perform assigned duties given by the employer promptly;
		15. other duties as stipulated by legislation.

**Five. Cancellation and termination of the employment contract**

* 1. Employment relations shall be terminated according to the grounds specified in Clause 78.1 of Article 78 of the Labour Law;
	2. Employment relations may be terminated at the employee’s initiative in accordance with Article 79, or at the employer’s initiative per Article 80 of the Labour Law, respectively.
	3. The following breaches shall be considered as serious breaches for which the employment relations must be terminated immediately. It includes:
		1. ……………………….
		2. ……………………….
		3. ……………………….
	4. The employee whose employment relations are terminated is obliged to receive the termination order/notice from the employer. In case the employee does not receive the termination order/notice, it deemed delivered when it is sent via postal service to the employee's residential address.
	5. Upon completing the employment contract, the employee shall handover his/her work to the Human Resources Officer.

**Six. Miscellaneous**

* 1. This contract shall come into effect upon being mutually signed by the parties.
	2. When the parties agree to amend the contract, two copies shall be made in writing, signed and confirmed, and attached to the contract. Amendments made by the parties to the contract shall hold the same validity as the main contract.
	3. Disputes arising during the conclusion, execution, or termination of labour contracts shall be as per the relevant provisions of the Labour Law.

CONTRACT IS SIGNED BY:

The Employer: The Employee:

…………………/Surname, name/ …………………/Surname, name/

…………………/Signature/ …………………/Signature/ …………………/Name of the organization/ …………………/Registration number/

…………………Director/Chairman

Address:

 Phone number: