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

 *and Social Protection* *dated 26 December 2024*

STANDARD EMPLOYMENT CONTRACT TEMPLATE

 BETWEEN CITIZENS

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**

* 1. The purpose of the contract is to regulate the employment relations that occur when the employer agrees with the citizen (employee) to perform certain work and services in accordance with Articles 48, 49, 69 of the Labour Law.
	2. The contract should meet the requirements for employment contracts stipulated in Article 12 of the Labour Law.
	3. The relevant rules, regulations, and labour standards shall be applied to the employment relations of the employee, except expressly provided in this contract.
	4. The employee shall perform designated jobs and services under the employer’s supervision and management, receiving agreed-upon remuneration as mutually determined by the parties.
	5. Occupational safety and health relations shall be regulated by the Law on Occupational Safety and Health.
	6. Social insurance related relations between employee and employer shall be regulated by the Law on Social Insurance.
	7. 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.
	8. The work hour limits set forth in the labour law shall adhere to determine the routine for work and rest hours in an employment contract to be concluded between citizens, except a contract to be concluded with assistant herders, domestic workers or equivalent workers.
	9. At the request of either party, the state labour administrative organization in aimag, district or governor's office in soum shall provide guidance to ensure the employment contract concluded between them complies with applicable legislation.
	10. The state labour administrative organization in aimag or district or governor's office in soum shall register employment contracts for which they have provided guidance.
	11. This employment contract concluded between citizens shall terminate upon the death of the employer, in addition to the provisions of Articles 78, 79 and 80 of the Labour law.

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

* 1. The employer and employee shall mutually agree employee’s duties and responsibilities, the amount of wages, and other employment conditions, and the employment relations shall become effective once the employee starts performing his/her duties.
	2. The employer shall respect the employee's dignity, communicate with regard for their legitimate interests, and provide workplace conditions free from discrimination, harassment, or sexual harassment.
	3. The place of work . . . . . . . . . . . (specify location either in the employer's property or in the employer's premises).
	4. The employee's salary shall exceed the minimum wage, reflecting occupational standards, skills, experience, workload and the nature of the work. The minimum wage applies to basic occupations that do not require specialized skills.
	5. The monthly/daily/hourly wage of the employee is ..... MNT (in both numerical and written form)
	6. The employer shall ensure the employee works under …*standard*… working conditions.
	7. The employee’s work hours are from .........to ......
	8. Appendices containing the job description, provisions on property liability, confidentiality agreement, and other mutually agreed agreements/terms are an integral part of this contract.

**Three. Additional terms of the contract**

* 1. The employer may improve the basic conditions specified in the Labour Law and mutually agree to re-determine the limits of employees' work hours, rest periods, and overtime work, considering job’s specific requirements.
	2. The duration of employment is …..months….days (specify employee’s work duration in months, days or the agreed-upon week days).
	3. The Labour Law shall be applied when determining and disbursing employee base pay, additional pay, overtime pay, and annual leave pay.
	4. When dusbursing wages, the employer shall provide the employee with a written or electronic statement about the wage composition, the amount of deductions, their basis, and the net amount paid.

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

* 1. **The 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 relevent legislation;
		2. to require the employee to comply with the Labour Law, this contract, to perform duties specified in the job description and provide relevant instructions and recommendations;
		3. to reward the employee;
		4. Хууto obtain necessary information from employees in accordance with the applicable legislation;
		5. other rights stipulated by the legislation.
	2. **The employer shall have the following basic duties:**
		1. to fulfill obligations under the Labour Law and this employment contract;
		2. to timely disburse wages in accordance with the work and duties performed, and notify the employee;
		3. 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;
		4. to respect the rights, freedoms, legitimate interests, dignity and reputation of the employee, to refrain from disclosing the personal information;
		5. 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;
		6. 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;
		7. to adhere to the applicable procedures when using monitoring equipment in the workplace;
		8. to explain and notify the employee of the grounds for ending or terminating employment contracts;
		9. other duties and responsibilities 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 propose the employer to improve working conditions and to request 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 propose amendment and alteration to the contract and submit suggestions, requests and complaints on other matters related to employment relations;
		8. other rights as stipulated by the legislation.
	4. **The employee shall have the following basic duties:**
		1. to perform duties dilligently and faithfully;
		2. to comply with legislation, job descriptions, and terms of this employment contract;
		3. to adhere to the designated work hours, and utilize them 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 promptly notify the employer of changes to personal information per established procedures;
		6. not to divulge/disclose the employer’s confidential information or an individual’s privacy that the employee acquired/obtained while performing their work and duties; and not to utilize the information for any other purpose;
		7. to adhere the laws, standards, rules, and regulations on occupational safety and health, the duties given by the employer in this area, prevent workplace accidents, use personal protective clothes and equipment in the workplace in accordance with appropriate instructions;
		8. to strictly adhere the instructions for the use of equipment and tools;
		9. 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;
		10. to respect the right of the employer to exercise his/her duties, to fulfill the duties and tasks given by the employer in a timely manner;
		11. upon the employer’s request, to furnish accurate information regarding the work and duties performed, and to provide reports on completed tasks;
		12. other duties as stipulated by the legislation.

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

* 1. Employment relations shall be terminated on the grounds specified in Article 78.1, 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 as per Article 80 of the Labour law, respectively.

**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 employment contracts shall be resolved based on the pertinent provisions of the Labor 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: