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ROYAL GOVERNMENT OF BHUTAN
MINISTRY OF LABOUR AND HUMAN RESOURCES

Employment Agreement Form

This agreement is entered on _____ day of _____, 20____, between Mr./Ms. _____ BearingCID _____ Proprietor /CEO of _____ holding Trade License No _____ Located in _____ (Hereafter referred as Employer) and

Mr./Ms _____ BearingCID _____ Village _____ Gewog _____ Dzongkhag _____ Qualification _____ as Direct Employment Scheme Participant (Hereafter referred as Participant).

AND

This agreement is in accordance with Guideline on Direct Employment Scheme 2014 issued by the Ministry of Labour and Human Resources. This agreement contains 4 Pages.

General Clause:

Whereas the Participant shall be attached with the Employer as _____ for a maximum period of one/two (tick appropriate) years, with effect from ____/____/20__ to ____/____/20__ on the consolidated monthly allowance of Nu_____-/- paid by MoLHR and the Employer. (MoLHR Nu_____-/- and Employer _____. upon completion of one/two (tick appropriate) years on attachment, the Employer shall regularize the Participant's employment for a minimum period of two years from ____/____/20__ to ____/____/20__.

TERMS AND CONDITIONS FOR THIS AGREEMENT SHALL BE AS FOLLOWS:

Obligations of the Employer:

The Employer shall have the right to select, recruit and employ the Participant from the list of short listed candidates provided by the Direct Employment Scheme Unit DES, DoE, MoLHR from the E-Registration System for Guaranteed Employment Program;



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Upon the selection and recruitment, the Employer shall train the Participant based on the requirement of the Employer as per the requisition submitted to the DES, DoE, MoLHR/respective RELOs;

The Participant shall work under a competent supervisor identified by the Employer;

To provide on-the-job training to participant and ensure quality through assessment and certification of the program;

The Employer must pay the Participant as indicated in the requisition submitted by first week of the following month;

The Employer shall compensate the Participant for any injuries including accidents and death in accordance to the Labour and Employment Act of Bhutan, 2007;

The Participant shall be allowed to avail benefits and other entitlement as per the Internal Service Rules of the Organization of the employer or Contract of employment;

The Employer shall submit a job description of the Participant and a copy of such document shall be submitted to the DES, DoE, MoLHR/respective RELOs at the time of recruitment;

In the absence of Internal Service Rules, the Employer shall provide such benefits in accordance to the Labour and Employment Act of Bhutan, 2007;

The Employer shall maintain the monthly attendance sheet of Participant duly signed by the supervisor and should produce as and when required by MoLHR and other relevant agencies;

The Employer shall submit the progress report and performance evaluation of the Participant on quarterly basis to the DES, MoLHR /respective RELOs,

In case the Participant separates from the employer, it should immediately be informed to DES, DoE, MoLHR /respective RELOs; and



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Liabilities of the Employer:

If the Employer contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the Employer shall re-imburse 20% of the total amount paid by the MoLHR to the Ministry and also pay the Participant in lumpsum.

The Obligations and Rights of Participant:

The Participant shall work as per the job description provided during his/her recruitment and selection;

The Participant shall respect and honor the Internal Service Rules/Contract of Employment of the employing agency;

The Participant shall be paid Nu _____ /-(_____)
only by the MoLHR from _____ (Date), _____ (Month) _____
(Year) to _____ (Date), _____ (Month), _____ (Year);

The MoLHR shall disburse such amount as per the existing government procedure;

The Participant shall be on attachment before regularization as agreed in the General Clause; and

The Participant shall have the right to be regularized upon the completion of the attachment as per the general clause provided in this agreement.

Liabilities of the Participant

If the Participant contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the Participant shall re-fund 20% of the total amount paid by MoLHR to MoLHR and 20% to the Employer of the total amount paid by the Employer from the date of recruitment.

Effective Date

This Agreement shall come to force from the date of its execution.



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Declaration

The parties hereby, have read and understood this agreement and its terms and conditions mentioned herein fully. We also understand that breach of any provision of this agreement shall be settled amongst the parties failing which the aggrieved Party shall have the right to seek redressal with Labour Relation Division, Department of Labour, Ministry of Labour and Human Resources established under the Labour and Employment Act of Bhutan, 2007.

We declare that the details entered on this agreement are true and correct to the best of our knowledge and further confirm that we have read and do adequately understand the provisions and implications of this Agreement.

Affix
Legal
Stamp

Affix
Legal
Stamp

Employer:

DES Participant:

This employment agreement is signed in presence of the Chief Labour Administrator, MoLHR

**Chief Labour Administrator
MoLHR**