

STANDARD EMPLOYMENT CONTRACT TEMPLATE
FOR INTERN

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

- 1.1. The purpose of this contract is to regulate employment relations during internships for the purpose of providing vocational education through the combination of theoretical knowledge and practices, experience, and skills to a student of a vocational education and training organization, in accordance with Section 63.1 of Article 63 of the Labor Law.
- 1.2. The contract must comply with labour and social protection legislations.
- 1.3. The employment relations of the employee shall be governed equally by the Labour Law, other relevant laws, collective agreements and collective bargaining, internal labour regulations, and internal labour standards.
- 1.4. The training program shall be collaboratively determined by the involved parties and appended to the intern student's employment contract. This curriculum shall outline study hours at vocational education and training institutions, specify theoretical knowledge acquisition in the professional field, designate workplace hours, and detail the relevant work experience, skills, qualification level and competencies to be acquired.
- 1.5. Occupational safety and health relations shall be regulated by the Law on Occupational Safety and Health.
- 1.6. The social security contribution to be paid by the employer and the intern shall be covered by the Employment Promotion Fund.
- 1.7. Employee's employment relations, other issues related to internal labour regulations, and internal labor standards not specified in this contract shall be regulated by the Labour law.

- 1.8. During the implementation of this contract by the parties, following the Labour Law, 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

- 2.1. The employer and employee shall mutually agree on the employee's duties and responsibilities, the amount of wages, other employment conditions, and the employment relations shall become effective once the employee starts performing his/her duties.
- 2.2. The employee shall work at the(name of the enterprise or organization)(name of the structural unit) as (job/position) under the supervision of and perform the tasks specified in the job description, , which is attached to this contract.
- 2.3. The place of work: (specify the workplace location) For example, *Locomotive Driver inRailway Company.*
- 2.4. Workplace/post of the employee who will accompany the employee
- 2.5. Surname and name of the employee who will accompany the employee
- 2.6. Skills and experiences to be obtained:
1. /For example, the order to follow when welding, documentation skills, etc/
 2.
 3.
- 2.7. The duration of the internship contract shall beyears/months (up to three years, depending on the field of study).
- 2.8. Any fees related to the internship shall be prohibited, as shall any restrictions on the employee's right to freely choose their job, profession, or workplace. The imposition of non-compete conditions is also prohibited.
- 2.9. Base salary for apprentices
- 2.10. Duration of in-class training
- 2.11. Working hours
- 2.12. The training institution for apprentices shall provide a financial stipend in an amount of.....
- 2.13. Monthly/daily/hourly base salary shall be..... /shall not be lower than the minimum wage/
- 2.14. The employer shall provide the employee with a workplace that meets the occupational safety and health requirements.
- 2.15. Unless otherwise mutually agreed, the employer shall not be obliged to hire the intern for a permanent position.

- 2.16. Appendices containing the job description, provisions on property liability, non-disclosure agreement, and other mutually agreed agreements/terms are an integral part of this contract.

Three. Additional terms of employment contract

- 3.1. Additional pay, overtime pay, and bonuses applicable to the employee performing the same duties shall also apply to the intern, in accordance with law and internal labour standards of the enterprise.
- 3.2. When the employer pays the employee a salary, the employer shall inform the employee in writing or electronically about the composition of the wage, the amount of deductions, the basis thereof, and the amount paid.
- 3.3. The employer may mutually agree with the employee on flexible working hours specified in the Labour Law.

Four. Rights and obligations of the parties

4.1 Employer shall have the following basic rights:

- 4.1.1. to amend, cancel or terminate the contract established with the employee in compliance with the Labour law and relevant legislation;
- 4.1.2. to demand the intern student 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;
- 4.1.3. to reward the employee;
- 4.1.4. to impose disciplinary sanctions and property liability on employee in accordance with applicable legislation;
- 4.1.5. to obtain necessary information from employee in accordance with the applicable legislation;
- 4.1.6. other rights stipulated by the legislation.

4.2. The employer shall have the following duties:

- 4.2.1. to fulfill obligations under the Labour Law, internal labour regulations, collective agreement and this employment contract;
- 4.2.2. to organize the employee's work optimally and prepare the job description and present it to the employee;
- 4.2.3. to timely pay the employee compensation in accordance with the work and duties performed, provide the employee with information regarding the organization's wage system and regulations;
- 4.2.4. 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;

- 4.2.5. to respect the rights, freedoms, legitimate interests, dignity and reputation of the employee, refraining from disclosing the employee's privacy;
- 4.2.6. to furnish the employee with the necessary workspace and equipment, tools, documents, and other items essential for the execution of their work and duties, and instruct the employee;
- 4.2.7. 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;
- 4.2.8. to adhere to the applicable procedures when using monitoring equipment in the workplace;
- 4.2.9. to explain and introduce to employee about grounds for ending or terminating employment contracts;
- 4.2.10. other duties as stipulated by the legislation.

4.3. The employee shall have the following basic rights:

- 4.3.1. to work in a workplace that complies with occupational safety and health requirements and standards, and receive accurate information regarding it;
- 4.3.2. to request the employer and their representatives to improve working conditions and to demand their implementation;
- 4.3.3. 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;
- 4.3.4. to file/lodge a complaint with appropriate authorities in case of a perceived violation of the intern student's right to work and legitimate interests;
- 4.3.5. to amend and make alterations in the contract and offer suggestions, submit requests and voice complaints on other matters related to employment relations;
- 4.3.6. other rights as stipulated by the legislation.

4.4. The employee shall have the following basic duties:

- 4.4.1. to maintain the organization's reputation and its employers, to perform the assigned work and duties faithfully to the best of one's abilities and skills;
- 4.4.2. to adhere to labour legislation, job description, collective bargaining and agreement, employment contract and internal labour regulations;
- 4.4.3. to adhere to the designated working time, and utilize the allocated working hours exclusively for the performance of assigned duties;
- 4.4.4. to be able to perform duties when coming to work, abstain from consuming alcohol, narcotic drugs, while performing the work and duties, and not to inflict no harassment, violence or sexual harassment.

- 4.4.5. to abstain from undertaking any work or services that competes or overlap with those of organization's activities unless explicitly authorized to do so by the employer;
- 4.4.6. notify changes in personal information promptly following established procedures;
- 4.4.7. not to divulge/disclose the organization's secrets 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;
- 4.4.8. to adhere to technological procedures in the of production process and follow instructions for the use of equipment;
- 4.4.9. 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;
- 4.4.10. 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;
- 4.4.11. upon the employer's request, to furnish accurate information regarding the work and duties performed, and to provide reports on completed tasks;
- 4.4.12. other duties as stipulated by legislation.

Five. Cancellation and termination of the employment contract

- 5.1. Employment relations shall end under the grounds specified in Clause 78.1, Article 78 of the Labour Law.
- 5.2. Employment relations shall end upon the employee's initiative in accordance with Article 79, and upon the employer's initiative as per Article 80 of the Labour Law, respectively.
- 5.3. 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 is deemed delivered when it is sent via postal service to the employee's residential address.
- 5.4. Upon completing the employment contract, the employee shall hand over his/her work to the Human Resources Officer.

Six. Miscellaneous

- 6.1. This contract shall come into effect upon being mutually signed by the parties.
- 6.2. 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.
- 6.3. Disputes arising during the conclusion, execution, or termination of labour contracts shall be resolved as per the relevant provisions of the Labour Law.

CONTRACT IS SIGNED BY:

The Employer:

...../Surname, name/
...../Signature/
...../Name of the organization/
.....Director/Chairman

The Employee:

...../Surname, name/
...../Signature/
...../Registration number/

Address:

Phone number:

Training organization:

..... /surname, first name/
..... /signature/
..... (name of business entity or organization)