

STANDARD EMPLOYMENT CONTRACT TEMPLATE
FOR SPECIAL TERMS AND CONDITIONS

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 arising when the owner or its authorized person enters into a contract with the employee for the purpose of exercising a certain part of its ownership right by the employee or allowing him/her to hold an executive management position at the business entity or organization under Clause 65.1 of Article 65 of the Labour Law.
- 1.2. The employment contract for the special terms and conditions shall comply with labour and social protection legislations.
- 1.3. The employment relations of the employee shall be governed equally by the Labour Law, other related laws, collective agreement and collective bargaining, internal labour regulations, and internal labor standards.
- 1.4. 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.
- 1.5. 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, and other employment conditions, and the employment relations shall become effective once the employee starts to 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) and perform the tasks specified in the job description.
- 2.3. The place of work:
- 2.4. The monthly base salary of the employee is MNT.
- 2.5. Additional pay, overtime pay, and bonuses applicable to the employee performing the same duties shall also apply to the probationary employy, in accordance with law and internal labour standards of the enterprise.
- 2.6. The following incentives, allowances and benefits related to the employee's performance will be provided:
 - 2.6.1. incentives
 - 2.6.2. discounts
 - 2.6.3.percentage of the organization's profit shall be provided monthly / quarterly / yearly.
- 2.7. The employment contract with special conditions may additionally include terms and conditions specified in Clauses 65.2.1, 65.2.2, and 65.3 of Article 65 of the Labour Law.
- 2.8. 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

- 3.1. The period of employment under an employment contract with special conditions shall be months days..
- 3.2. When the employer pays the employee a salary, the employer shall inform the employee in writing or electronically about the wage composition, deductions, basis for deductions, and the total amount paid.
- 3.3. The employee's non-compete obligations and maintaining confidentiality and full property liability shall be governed by the internal labour regulations and the Labour Law.
- 3.4. The employee shall be granted the right to transfer, possess, use, and dispose of the following assets and shall be responsible for the property in accordance with this agreement:
 - 3.4.1.
 - 3.4.2.
 - 3.4.3.

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 pertinent legislation;
- 4.1.2. to demand the employee to comply with the Labour Law, this contract, internal labour regulations, internal labor 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 employees in accordance with applicable legislation;
- 4.1.5. to obtain` necessary information from employees in accordance with applicable legislation;
- 4.1.6.** other rights stipulated by legislation.

4.2. The employer shall have the following basic duties:

- 4.2.1. to fulfill obligations under the Labour Law, collective contracts, collective agreements, and internal labour regulations;
 - 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 remuneration in accordance with the work and duties performed, provide the employee with the information regarding the organization's remuneration 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, and to refrain from disclosing the employee's private information;
 - 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. in compliance with the legislation, to offer the employee opportunities for professional development and retraining within the scope of the job description;
 - 4.2.8. to allow employee to be covered by the social protection procedures that are in force within the organization;
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- 4.2.9. 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;
- 4.2.10. to adhere to the applicable procedures when using monitoring equipment in the workplace;
- 4.2.11. to explain and introduce to employee about grounds for ending or terminating employment contracts;
- 4.2.12. other duties as stipulated by the legislation.

4.3. Employee shall have the following basic rights:

- 4.3.1. to voluntarily conclude, change, and terminate the employment contract with the employer;
- 4.3.2. to work in a workplace that complies with occupational safety and health requirements and standards, and receive accurate information regarding it;
- 4.3.3. to request the employer and their representatives to improve working conditions and to demand their implementation;
- 4.3.4. 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;
- 4.3.5. to avail of an annual leave and obtain personal leave in accordance with the relevant procedures;
- 4.3.6. to file/lodge a complaint with appropriate authorities in case of a perceived violation of the employee's right to work and legitimate interests;
- 4.3.7. to amend and make alteration to the contract and offer suggestions, submit requests and voice complaints on other matters related to employment relations;
- 4.3.8. to monitor payment and confirmation (of payment) of social and health insurance premiums, and request to redress incorrect, incomplete, or erroneous entries;
- 4.3.9. other rights as stipulated by the legislation.

4.4. The employee shall have the following basic duties:

- 4.4.1. to perform the assigned work and duties, faithfully to the best of one's abilities and skills while keeping the company's and employees reputation;
- 4.4.2. to comply with labour legislation, job description, collective contract, collective agreements; 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 harassment, violence or sexual harassment.

- 4.4.5. to enhance professional qualifications and skills and acquire dual skills when necessary;
- 4.4.6. to abstain from undertaking any work or services that competes or overlap with organizaion's activities unless explicitly authorized to do so by the employer;
- 4.4.7. notify changes in personal information promptly following established procedures;
- 4.4.8. 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;
- 4.4.9. 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 to adhere technological procedures in the of production proceess and follow instructions for the use of equipment;
- 4.4.10. to adhere technological procedures in the of production proceess and follow instructions for the use of equipment;
- 4.4.11. 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;
- 4.4.12. 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;
- 4.4.13. Upon the employer's request, to furnish accurate information regarding the work and duties performed, and to provide reports on completed tasks;
- 4.4.14. to improve own qualifications and skills;
- 4.4.15. other duties as stipulated by the legislation.

Five. Cancellation and termination of the employment contract

- 5.1. Employment relations shall be terminated on the grounds specified in Clause 78.1, Article 78 of the Labour Law;
- 5.2. Employment relations shall be terminated at the employee's initiative in accordance with Article 79 of the Labour Law,
- 5.3. Unless otherwise specified in the legislation, an employment contract with special terms and conditions may be terminated by the employer on the following grounds, in addition to Article 80 of the Labour Law;
 - 5.3.1. In the evaluation of the employment contract, the employee may be found to have unsatisfactorily performed the job duties specified in the contract without a valid reason;
 - 5.3.2. the employer has completely transferred ownership rights to another persons;

- 5.3.3. It was determined that the property transferred to the employee under the employment contract was either spent inefficiently, squandered, or that the authority granted by the owner was exceeded;
- 5.3.4. Loss of the employer's trust occurs due to the employee's wrongful actions or omissions, as well as repeated or serious violations of the organization's internal labour regulations;
- 5.4. 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 is deemed delivered when it is sent via postal service to the employee's residential address.
- 5.5. Upon completing the employment contract, the employee shall handover 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: