

# EMPLOYMENT CONTRACT

**THIS EMPLOYMENT CONTRACT** (hereinafter referred to as the 'Contract') is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## BY AND BETWEEN

**Z. H. SIKDER UNIVERSITY OF SCIENCE AND TECHNOLOGY**, a private University located at Village: Madhupur, Post Office: Kartikpur, Police Station: Bhedergonj, District: Shariatpur 8024, Bangladesh (hereinafter referred to as the 'University' or the 'Employer'),

## AND

**MR/MRS/MS/DR/PROF** \_\_\_\_\_  
son/daughter/spouse of \_\_\_\_\_  
born on \_\_\_\_\_ and permanently residing at \_\_\_\_\_

\_\_\_\_\_  
National ID No. \_\_\_\_\_  
(hereinafter referred to as the 'Employee').

**WHEREAS** the University desires to employ the Employee in the capacity of \_\_\_\_\_, and the Employee agrees to such employment under the terms and conditions set forth in this Contract;

## AND

**WHEREAS** both the University and the Employee recognise the duty of mutual confidence and trust;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the parties agree as follows:

### 1. EMPLOYMENT DETAILS

- (1) *Employer*: Z. H. Sikder University of Science and Technology
- (2) *Contract Type*:
- (3) *Post Title*:

- (4) *Employment Type:*
- (5) *Office/Department:*
- (6) *Grade:*
- (7) *Gross Salary:*
- (8) *Start Date:*
- (9) *Probationary Period:* One year from the date of employment, extendable up to two years.
- (10) *End Date (if applicable):*
- (11) *Place of Work:* Z. H. Sikder University of Science and Technology campus
- (12) *Special Conditions (if applicable):*

## **2. PLACE AND NATURE OF WORK**

- (1) *Place of Work:* The normal place of work shall be at the University's campus as stated in this Contract. However, the University reserves the right to require you to work at any other location as may be necessary, provided that you are given at least one month's written notice.
- (2) *Nature of Work:* Your primary responsibilities shall be as specified in the job description outlined in the official job advertisement. In addition, you may be required to perform other duties as assigned by the University.

## **3. POST TITLE**

Your post title does not form part of this Contract and may be varied by the University from time to time as necessary.

## **4. PROBATIONARY PERIOD**

- (1) Your employment is subject to a probationary period, as outlined in the Employment Details.
- (2) During this period, your performance shall be evaluated in accordance with the University's performance evaluation standards, as amended from time to time.
- (3) At the end of the one-year probationary period, you shall be notified of either your confirmation or the extension of your probationary period for up to one additional year.

- (4) If your performance is deemed unsatisfactory, you shall be notified of non-confirmation at least three months before the expiration of the probationary period.
- (5) In the event you are notified of non-confirmation without receiving the requisite three-month notice period, you shall be entitled to a payment in lieu of such notice equivalent to three months' salary, which shall be calculated based on your most recent salary.

## **5. REMUNERATION**

- (1) Your salary shall be paid monthly in arrears, subject to statutory and other deductions.
- (2) Your salary grade may be subject to revision by the University in accordance with its policies, as may be amended from time to time by the relevant authorities.

## **6. NOTICE PERIOD**

- (1) Either party may terminate this Contract by giving written notice to the other party.
- (2) If the University terminates the Contract, whether during the probationary period or after confirmation, it must provide at least three months' written notice.
- (3) If you terminate the Contract, you must provide at least one month's written notice to the University.
- (4) If you terminate the contract without providing one month's written notice, you must pay the University a penalty equal to one month's salary. This penalty shall be calculated based on your most recent salary.
- (5) Both parties may agree to shorten the notice period.

## **7. PAY IN LIEU OF NOTICE**

- (1) The University may make a payment in lieu of notice of termination of employment.
- (2) This payment shall be calculated based on your most recent salary and shall be subject to statutory and other deductions.
- (3) It shall be paid within three months of the termination date.
- (4) The University reserves the right to terminate employment without notice in the event of gross misconduct, incompetence, habitual disobedience, or just cause. In such cases, a payment in lieu of notice shall not be applicable.

## **8. HOURS OF WORK**

- (1) During the semester, your regular work hours shall generally be from 9.00 am to 5.00 pm, Monday to Friday. However, the University reserves the right to adjust these hours as needed.
- (2) Any changes to your regular work hours shall be communicated to you in writing at least one month in advance.
- (3) As a full-time employee, you are expected to work forty hours per week.
- (4) While your regular work hours are forty hours per week, you may be required to work additional hours as necessary without additional remuneration.

## **9. LEAVES**

- (1) Your leaves shall be governed by the Employment Regulations 2024.
- (2) Subject to any other law for the time being in force, the Head of your unit may grant leave for a period up to *three* days.
- (3) Any leave exceeding the period mentioned in sub-clause (2) but not exceeding *five* days may be granted by the immediate senior employee of your Head of the unit.
- (4) Only the Vice-Chancellor may grant leave for a period of *six* days or more.

## **10. POLICIES AND PRACTICES**

You shall comply with the University's rules, policies, procedures, guidelines, and practices, which may be amended from time to time at the discretion of the University.

## **11. STATUTES, ORDINANCES, REGULATIONS, ETC**

Your employment shall be governed by all applicable laws, as well as the University's Statutes, Ordinances, Regulations, and any other legally binding instruments, all of which may be amended from time to time.

## **12. PROMOTION**

Your promotion shall be governed in accordance with the University's Recruitment and Promotion Regulations 2024.

## **13. TERMINATION OF EMPLOYMENT BY THE EMPLOYER**

You may be terminated from your employment under the following circumstances:

- (1) *Gross Misconduct*: If you engage in any conduct that constitutes a serious violation of the University's policies, procedures, or code of service, including but not limited to:
  - (a) theft or misappropriation of University property, or the property of any member, employee, or visitor of the University;
  - (b) fraud;
  - (c) deliberate falsification of record;
  - (d) fighting or assault;
  - (e) plagiarism and other types of misconduct in research;
  - (f) deliberate damage to University property;
  - (g) serious acts of bullying, harassment or discrimination;
  - (h) malicious accusation of bullying, harassment, or discrimination;
  - (i) action liable to bring the University into serious disrepute;
  - (j) serious inability to work through being under the influence of alcohol or illegal drugs;
  - (k) supplying or consuming controlled drugs on University premises;
  - (l) serious infringement of the University's health and safety rules;
  - (m) serious acts of negligence;
  - (n) serious acts of unreasonable insubordination;
  - (o) conviction of a criminal offence which makes the employee unsuitable to carry out their duties;
  - (p) failure to perform a task by following the time and manner prescribed by the Act, the University Statute, regulations, ordinances, or any other instrument having the force of law within University context;
  - (q) serious breach of trust or confidentiality;
  - (r) any other act of serious misconduct.
- (2) *Incompetence*: If you fail to perform your employment duties satisfactorily, despite adequate training and/or opportunities for improvement, including but not limited to:
  - (a) Persistent failure to meet performance expectations;
  - (b) Inability to adapt to new responsibilities or technologies;
  - (c) Negligence or carelessness in carrying out duties.
- (3) *Habitual Disobedience*: If you consistently and deliberately refuse to follow lawful orders or instructions from the University authority, which are relevant to your positions and which materially hinder the performance of your duties or the University's operations.
- (4) *Just Cause*: If any other circumstances arise that constitute a just cause for termination, as determined by the University, in accordance with applicable laws and regulations, including but not limited to:
  - (a) Abandonment of employment;
  - (b) Falsification of employment records or documents;

(c) Conviction of a crime.

#### **14. LIABILITY FOR PERSONAL DEBT**

- (1) The University shall not be liable for any personal debts or financial obligations incurred by you during your employment.
- (2) Any personal debts or obligations are solely your responsibility, and the University shall not be responsible for their payment.

#### **15. REDUNDANCY POLICY**

- (1) The University strives to provide secure employment for its staff. However, it recognises that operational changes, financial constraints, or organisational restructuring may occasionally necessitate workforce reductions.
- (2) Redundancy occurs when the University no longer requires employees to perform specific tasks or when it reduces or closes operations at a particular location.
- (3) In the event of potential redundancies, the University shall engage in meaningful consultation with affected employees and their representatives. Consultation shall begin promptly, addressing the reasons for redundancy, exploring alternative options, and implementing measures to minimise the number of employment losses.
- (4) If redundancies are unavoidable, a fair and transparent selection process shall be followed. Criteria may include, but are not limited to:
  - (a) Skills, qualifications, and experience;
  - (b) Performance records;
  - (c) Attendance and disciplinary records.
- (5) The University shall make every effort to redeploy affected employees to suitable positions within the institution before confirming redundancies.
- (6) The specific procedures for redundancy are outlined in the Employment Regulations 2024.

#### **16. PROHIBITION OF OUTSIDE WORK**

- (1) Every employee shall devote to the business and interest of the University and shall not directly engage in any other profession and business or enter the service of, or employed by, any other person or firm, nor shall possess any holding in a firm or company which has business relations with the University.

- (2) Academic staff may engage in consultancy or any other appropriate academic activity with prior approval from the Syndicate.
- (3) At the beginning of every semester, all employees shall sign a conflict of interest statement mentioning any conflict of interest they may have.
- (4) No employee can apply for a job outside the University without prior approval of the Vice-Chancellor.
- (5) The Syndicate may by regulations determine the conditions of permissible outside work.

## **17. ARBITRATION**

- (1) If and whenever a dispute arises between the University and the Employee concerning the interpretation or application of any provision of this Contract, or concerning any matter or thing arising out of or in connection with this Contract, such dispute shall be resolved by arbitration in accordance with Arbitration Act 2001.
- (2) The parties may resolve any dispute or controversy arising out of or in connection with this Contract through amicable means.

## **18. GOVERNING LAW AND JURISDICTION**

- (1) This Contract shall be governed by, and construed in accordance with, the laws of Bangladesh.
- (2) The parties hereby irrevocably submit to the exclusive jurisdiction of the courts located in Bangladesh, for the resolution of any disputes arising under or in connection with this Contract.

## **19. COUNTERPARTS**

- (1) This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.
- (2) A signed copy of this Contract delivered by electronic means (such as PDF or email) shall have the same legal effect as delivery of an original signed copy.
- (3) Each party shall retain an original counterpart of this Contract for their own records.

**20. CONFLICTS WITH EMPLOYMENT REGULATIONS**

In case of conflict between this Contract and the University’s Employment Regulations 2024, the latter shall prevail.

**IN WITNESS WHEREOF**, the parties hereto have duly executed the Contract on the date indicated below:

**FOR AND ON BEHALF OF THE UNIVERSITY:**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Position : \_\_\_\_\_  
Date : \_\_\_\_\_  
Seal : \_\_\_\_\_

**THE EMPLOYEE:**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_

**WITNESS 1**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
Date : \_\_\_\_\_

**WITNESS 2**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
Date : \_\_\_\_\_