

**EMPLOYMENT CONTRACT**

- 1) **This Agreement** (hereinafter called the *Agreement*) made this day of \_\_\_\_\_ between \_\_\_\_\_ of address \_\_\_\_\_ (hereinafter called the *employee*) of one part and \_\_\_\_\_ of P. O. Box \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the *employer*) of the other part. This Agreement is a \_\_\_\_\_ **Employment Contract** made in accordance with the **Employment and Labour Relations Act of 2004 (hereinafter called the Act)**
- 2) **Whereby it is agreed as follows:** The employer shall employ the employee and the employee shall serve the employer as \_\_\_\_\_ at the employer's premises at \_\_\_\_\_, for a period of \_\_\_\_\_ commencing from the date of this Agreement. Subject to written notification, the employee may be transferred between the employer's departments at the employer's reasonable wish, provided the employee does not hold written qualifications which would render such a transfer unfair or unfitting. For new employees, the Agreement shall be subject to an initial probation period of \_\_\_\_ months, during which time, the Agreement may be terminated in accordance with the Act. Once the probation period has been completed, either party may terminate the Agreement in accordance with the Act.
- 3) **The employee monthly remuneration:** shall be a basic salary of Tshs \_\_\_\_\_ plus Tshs \_\_\_\_\_ allowance for \_\_\_\_\_ plus Tshs \_\_\_\_\_ allowance for \_\_\_\_\_ plus Tshs \_\_\_\_\_ allowance for \_\_\_\_\_ making a gross monthly remuneration of Tshs \_\_\_\_\_, payable monthly in arrears. The employee will be paid gratuity and other benefits in accordance with the Act and National Social Security Fund Act 1997 whereby the employer shall deduct 10% of the employee's gross salary and shall contribute a further 10%, the whole of which shall be remitted to NSSF to cover employee's retirement entitlements in accordance with the Act.
- 4) **Hours of work:** The employee shall work \_\_\_\_ days a week, \_\_\_\_ hours a day, exclusive of \_\_\_\_\_ off for lunch. Precise days off and shift times will be provided to the employee by the employer from time to time during the tenure of the Agreement. From time to time, the employer may require the employee to work overtime, extra days, or on public holidays, and shall be paid in accordance with the Act, or as additional paid time off in-lieu of overtime.
- 5) **Location:** Despite being employed here at \_\_\_\_\_, the employer may transfer the employee to any place where there are branches of the employer within the bounds of Tanzania without affecting the employee's social or financial status.
- 6) **Annual Leave:** The employee shall be entitled, once in every calendar year, to paid leave at the rate of seven days in respect of each period of four full months of service, and in accordance with the Act.
- 7) **Misconduct by the Employer:** Disciplinary action may be taken against any employee who breaches any conditions of the employment stated in the Act or any written rules and regulations of the employer. Any disciplinary action will be taken in accordance with the Act.
- 8) **Business Disclosure:** The employee shall not under any circumstances disclose any matters relating to the business of the employer, or any particulars of the employer's clientele or utilise the same information or any employer property which is detrimental to the business or image of the employer, and or any purpose other than authorised in writing by government representative on official business.
- 9) **Applicable Laws:** In all other matters, this Agreement shall be governed by the Act and all other applicable laws of Tanzania.

By appending my signature below, I agree to all the conditions detailed in this Agreement.

\_\_\_\_\_  
Signed by **Employer**  
And Official Stamp  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signed by **Employee**  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_