**SOCIALIST REPUBLIC OF VIETNAM**

**Independence – Freedom – Happiness**

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**PROBATIONARY CONTRACTS**

Number:………

Pursuant to the Labor Code of the Socialist Republic of Vietnam dated June 18, 2012;

Based on the needs and capabilities of the two parties,

Today, at ……

We include:

**PARTY A (EMPLOYER):………**

Representative:……Position:……

Nationality: ………

Address: ……

Phone: ……

Tax code: ………

Account number: ………

At the bank: ………

**PARTY B (EMPLOYEE): ………**

Date of birth: ………Gender: ………

Home town: ……

Permanent address:………

ID number:……Date of issue: ………Place of issue:………

Qualification: ……Major: ………

After reaching an agreement, the two parties agree to sign a probationary contract with the following terms:

Article 1: General Terms

1. Type of contract: Probationary contract.

2. Contract duration: ………

3. Starting time: ……

4. End time: ………

5. Working place: ………

6. Working department: Room………

7. Professional title (working position): ………

8. Job duties are as follows:

– Under the direct management of Mr./Ms. : ………

– Perform work in accordance with his/her professional title under the management and administration of a competent person.

– Coordinate with other departments and departments in the Company to achieve the highest efficiency during the probationary period.

– Other tasks according to the needs of the Company.

Article 2: Working mode

1. Working time: …….…

2. Time of rest: ……

3. Equipment and working tools will be allocated by the Company depending on the needs of the job.

4. Occupational safety and health conditions at the workplace in accordance with current laws.

Article 3: Rights and obligations of employees

1. Rights of workers

– Probationary salary: ………

– Form of salary payment: ………

– Salary payment period: ………

– Modes: ………..

– During the probationary period, they have the right to cancel the probationary agreement without prior notice and without compensation if the probationary work fails to meet the agreed requirements.

2. Obligations of employees

– Perform work with the highest efficiency according to the assignment and administration of the competent person.

– Understand and strictly abide by labor discipline, labor safety, labor hygiene, fire prevention and fighting, company culture, labor rules and guidelines and policies of the Company.

– Compensation for violations and material according to regulations, internal rules of the Company and State law.

– Comply with commitments in the probationary contract and other written agreements with the Company.

– Absolutely fulfill the commitment to information confidentiality.

– Pay all taxes and fees as prescribed by law.

Article 4: Rights and obligations of the employer

1. Employer’s rights

– Manage the employees to complete the work according to the probation contract.

– Have the right to temporarily transfer the employee to another job, stop working and apply disciplinary measures in accordance with current law and the Company’s rules during the probationary period.

– During the probationary period, the probationary agreement may be canceled without prior notice and without compensation if the employee’s probationary work fails to meet the agreed requirements.

– Postponing, terminating the contract, disciplining employees in accordance with the law and company rules.

– Claim compensation, complain to the competent authority to protect your rights if the employee violates the law or the terms of this contract.

2. Obligations of the employer

– Ensure employment and strictly comply with the agreements under this contract so that employees can achieve high work efficiency.

– Pay in full and on time the regimes and benefits for employees.

– Within 03 days before the end of the probationary period, the employee must notify the employee of the test result; in case of satisfying the requirements, at the end of the probationary period, a labor contract must be immediately concluded (21).

Article 5: Implementing Provisions

– Labor issues not stated in this contract shall be applied in accordance with the provisions of the collective agreement, labor regulations and labor law.

– This contract is made into …… copies with the same legal validity, each party keeps ….. copies./

EMPLOYER                                                                              EMPLOYEE

(Signature and full name)                                               (Signature and full name)