



Republika e Kosovës

Republika Kosova-Republic of Kosovo

Qeveria-Vlada-Government

Administrative & Technical Staff Service, Personnel Members and Locally Engaged Personnel

Chapter 1

General Provisions

Article 1 Purpose

This Annex contains guidance for the hiring of Administrative and Technical Staff and Service Staff Members and Locally Engaged Staff to support diplomatic and consular missions of the Republic of Kosovo abroad. Administrative and Technical Staff and Service Staff Members and Locally Engaged Staff are not regarded as members of the career civil service of the Republic of Kosovo. However, as provided in this Annex, employees of the Ministry of Foreign Affairs may be assigned abroad as members Administrative and Technical Staff and Service Staff Members, for a stipulated tour of duty.

Article 2 Authorities

Specific authorities are contained in the international conventions and laws as listed below:

- a. Law No. 03/L-044 – Law on the Ministry of Foreign Affairs and Diplomatic Service of the Republic of Kosovo

- b. Law No. 03/L-122 – Law on the Foreign Service of the Republic of Kosovo
- c. Law No. 03/L-123 – Law on the Consular Service of the Republic of Kosovo
- d. Vienna Convention on Consular Relations
- e. Vienna Convention on Diplomatic Relations

Article 3

3.1 All employees shall be compensated and promoted on the basis of their qualifications for the position for which they are applying and compete.

3.2 All personnel serving in diplomatic and consular missions of the Republic of Kosovo are under the authority of the Ambassador/Charge d'affaires/Head of Mission in the receiving country. Personnel stationed in Kosovo consulates abroad are under the authority of the principal consular officer (Consul General or Consul) who in turn is responsible to the Ambassador/Charge d'affaires/Head of Mission in the receiving country.

3.3 All members of the administrative and technical staff and locally engaged staff shall be subject to the rules and *instructions* of the Ministry of Foreign Affairs and Government of Kosovo *except* in cases when respective legislation of receiving country prevails.

Chapter 2

Diplomatic Privileges and Immunities

Article 4

General

The diplomatic privileges and immunities applicable to administrative and technical staff, and service staff members of Kosovo embassies and consulates abroad are specified by international law and practice.

Article 5

Members of the administrative and technical staff and service staff members that are citizens of Kosovo enjoy the same immunities as diplomatic personnel *except* that their civil immunity, subject to local legislation, applies only in connection with the performance of their official duties. Recognized members administrative and technical staff and service staff members enjoy privileges and immunities as their sponsors but, unless they also perform official duties in the Kosovo diplomatic mission, they do not enjoy immunity from civil jurisdiction.

Article 6

Locally Engaged Staff

Members of the locally engaged staff *do not* enjoy diplomatic privileges and immunities and are completely subject to the legislation of the receiving country. The names of locally engaged staff members shall *not* be listed on diplomatic lists or lists of accredited diplomatic and consular personnel circulated by a Republic of Kosovo embassy or consulate.

Article 7

Notification

Depending upon practice of receiving country, it may be appropriate to notify local authorities or Office of Protocol for the names of administrative and technical staff and service staff members and locally engaged staff as well.

Article 8

Identification

Administrative and technical staff and service staff members and locally engaged staff are eligible to receive official identity cards issued by the Republic of Kosovo embassy or consulate, clearly indicating their employment category. Members of administrative and technical staff and service staff members may receive identification cards issued by the receiving state identifying them as such.

Chapter 3

Categories of Employees

Article 9

Administrative and technical staff and service staff members

9.1. Administrative and technical staff and service staff members may be citizens of the Republic of Kosovo, whether normally resident in the receiving state, Kosovo or elsewhere, including family members of diplomatic and consular personnel.

9.2. Under certain circumstances, civil service staff members of the Ministry of Foreign Affairs may be sent abroad for specified tours of duty to serve in support roles in Kosovo in diplomatic

and consular missions. In this case, administrative and technical staff and service staff members retains her/his civil service status and may be accredited to the host receiving state as an Attaché of Embassy.

Article 10

Locally Engaged Staff

10.1. Locally engaged staff members may be locally citizens of the Republic of Kosovo and citizens of the receiving state, citizens of Republic of Kosovo as permanent residents in the receiving state, third country nationals. Locally engaged staff shall not enjoy status of civil service career members of Kosovo. Employment criteria shall be regulated in compliance with applicable legislation of receiving state.

10.2. Members of locally engaged staff may be hired under long or short term work agreements for full or part time work; long term work agreements are those exceeding one year and constitute permanent employment.

Article 11

Compensation

Compensation of administrative and technical staff and service staff members having civil service status of the Republic of Kosovo shall be regulated by secondary legislation of the Ministry.

Article 12

Personal Services

Kosovo embassies and consulates may also engage local personnel to perform temporary, part-time and intermittent functions such as a driver or gardener without a formal work agreement. Intermittent employees who provide temporary services do *not* have administrative and technical staff and service staff members status, but may be compensated from locally held budgetary allocations. Invoices and receipts for any periods of intermittent employment should be included in disbursement records forwarded to the Ministry of Foreign Affairs. Careful records should be maintained at post for budgetary and financial accountability purposes.

Chapter 4
Family Member Employment

Article 13

The policy of the Ministry of Foreign Affairs is to encourage spouses and other family members to accompany diplomatic or consular personnel on their postings abroad. Family members may be eligible for education in compliance with sub normative acts of the Ministry.

Article 14

Qualified family members may also be eligible to become administrative and technical staff and service staff members of an embassy or consulate, provided they are Kosovo citizens; receiving state or third country nationals who are also family members may be employed as locally engaged staff members at post.

Article 15

The hiring and employment of eligible family members are subject to the same conditions as other categories of personnel or job applicants. *In no case* shall a family member serve under the direct supervision of her or his spouse. Any questions regarding nepotism or potential conflicts of interest should be referred to the Ministry of Foreign Affairs for the special attention of the Director General and the Office of Legal Affairs.

Article 16

Family members ordinarily should *not* work as personal services providers or be compensated for temporary and intermittent employment. Exceptions should be referred to the Ministry of Foreign Affairs for the special attention of the Director General and Office of Legal Affairs.

Article 17

Family members of senior diplomatic or consular officers should not be engaged in positions that require routine, manual or possibly degrading labor inconsistent with the rank of their

sponsor. Exceptions may be made for the children of diplomatic or consular officers who seek part-time local employment in compliance with applicable legislation of receiving country.

Chapter5

Recruitment and Hiring

Article 18

Upon authorization of the Ministry of Foreign Affairs, an A&T or LE staff position may be established after the review of a proposed job description. The Ministry will authorize the diplomatic or consular post to fill specific A&T or LE positions based on available budget funds for this purpose. Posts are *not* authorized to divert funds from other purposes to hire A&T or LE personnel.

Article 19

Once a job description and hiring are approved, missions in the embassies or consulates should advertise publicly for qualified applicants. Applicants should be asked to provide normal information regarding their employment history, health condition, two work references, and one personal reference. Embassy officers should screen the applicants' documents, verify their current work status and salary level, confirm the highest level of education claimed by the applicant, and contact at least two references. The applications of family members for openly advertised positions should be assessed equally with outside job applicants against the specified job requirements.

Article 20

If local practice permits, a job applicant may be asked to submit a certificate of good conduct from local police authorities indicating that they do not have a criminal record. Alternatively, local police authorities may be asked to provide such certification directly to the embassy or consulate. The host government Office of Protocol should be able to advise as to the availability of police certificates.

Article 21

Local compensation rates and benefits to be provided should accord with local practice and wage levels. As necessary, a brief wage survey should be undertaken and documented for further reference in post files. Unless there are overriding circumstances, the salaries offered should be the median or average of the positions surveyed, whichever is less. Benefits, including health insurance, should be provided in accordance with local legislation and common business

practices. The provision of benefits, as well as salary levels, should be documented for the post files.

Article 22

It may be advisable for the embassy or consulate seeking qualified applicants to engage a local employment agency or provider of temporary office help. In some cases, it may be to the advantage of the embassy or consulate to obtain office services from a “temp” agency or company that provides administrative support services. Such companies may also be helpful because of their knowledge of local labor legislation and business practices. A fee may be payable for such advisory or personnel search services.

Article 23

The hiring process should also include a personal interview to be conducted by the prospective supervisor. Ideally two embassy or consulate officers should interview a job applicant. The results of the job interview should be documented for the files.

Article 24

Criteria for hiring should be based on the job description and level of expertise required for the position. Emphasis should be placed on a job applicant’s ability to perform reliably, availability to assist with overtime official functions of the embassy or consulate, flexibility to respond to sudden demands or assist official visitors, and knowledge of the local diplomatic and/or business scene.

Article 25

Once a hiring decision has been made, a work agreement should be concluded (see the guidance and model agreement contained in the Appendix to this annex). New employees should be made fully aware of the conditions of service, policies governing attendance and absences, office hours, and local work practices. All employees should be familiar with the Post Management Handbook approved by the Ministry of Foreign Affairs, as well as the privileges and immunities pertaining to their employment status.

Chapter 6

Work Agreement and Probationary Period

Article 26

Each new locally engaged as administrative and technical staff and service personnel member is offered a work agreement of one year, with a probationary period of three months, if such practice is compatible with legislation of receiving state. Extension of a one-year work agreement depends upon the performance of the employee and the budgetary situation. In some cases, if an employment agreement is extended one time, it is considered to become a contract for an indefinite period of time.

Article 27

The conditions of a work agreement, probation and renewal shall apply equally to family members of mission personnel who fill administrative and technical staff and service staff members and locally engaged staff positions.

Chapter 7

Meritorious Pay Increases

Article 28

Pay increases may be allowed in connection with the annual renewal of work agreements as may be consistent with legislation of receiving state. In recognition of work performance during the rating year, an increase amounting to 3.5% of gross base pay, before taxes, may be included in the work agreement renewal in compliance with decision of the Ambassador/Charge d'affaires/Head of Mission.

Article 29

Merit pay increases and promotions for A&T Staff personnel who are career members of the Kosovo civil service are regulated by the Ministry of Foreign Affairs pursuant to applicable laws and sub- normative acts.

Article 30

All meritorious pay increases are subject to the availability of funds.

Article 31

No pay increase is allowed for an employee who fails to meet minimum job requirements as determined in the position description or who has been subject of disciplinary action been as provided in the Chapter 9 of this Annex.

Chapter 8

Tours of Duty for Administrative and technical staff and service staff members

Article 32

The tours of duty for administrative and technical staff and service staff members who are career civil servants of Kosovo may be three or four years. Ordinarily the tour of duty of an executive secretary, executive assistant or personal assistant assigned by the Ministry to support an Ambassador/Head of Mission shall be four years to coincide the tour of duty of the Head of Mission. Administrative and technical staff and service staff member in other positions as a rule shall be assigned for three year tours of duty.

Article 33

There are no standard tours of duty for locally engaged staff members. The terms of employment are regulated by the procedure on work agreements in Chapter six above.

Chapter 9

Standards of Conduct and Disciplinary Action

Article 34

Administrative and technical staff and service staff members who are Kosovo citizens and who are career members of the civil service are subject to the code of conduct of the Ministry of Foreign Affairs, the disciplinary regulations as provided in the implementing regulations for Law No. 03/L-122 – Law on the Foreign Service of the Republic of Kosovo sub-normative acts.

Article 35

All other administrative and technical staff and service staff members and locally engaged Staff members are subject to dismissal by the Ambassador/Charge d'affaires/Head of Mission for serious violations of the Code of Conduct, instructions of the Ministry or principal consular officer, malfeasance, criminal activity and other conduct contradictory to the rules of Civil Service.

Chapter 10
Position Descriptions

Article 36

If an embassy or consulate wishes to recruit for a position falling outside the below functional guidelines, as may be adjusted to local post requirements, a new position description should be proposed to the Ministry of Foreign Affairs, attention of the Office of Personnel, for appropriate review.

Article 37

Recruitment and hiring should be based on the enhanced standards and an accurate position description should be included in each work agreement.

Article 38

Job requirements reviewed every two years upon the negotiation of a new work agreement.

Article 39

Following are sample position descriptions:

39.1 Executive Secretary/Executive Assistant/Personal Assistant

Normally serves as the secretary or assistant to the Ambassador/Head of Mission but may provide secretarial and administrative support for other mission officers as well. May be assigned protocol officer functions as the daily liaison with the receiving country Office of Protocol and other local authorities. The incumbent should be able to perform the full range of office management functions:

- 39.1.1. Providing telephone and receptionist services;
- 39.1.2. Maintaining the calendar of the Head of Mission or principal consular officer.
- 39.1.3. Maintaining leave and attendance records, post personnel files, financial management records, entertainment and other allowance computations and records, and the substantive (political, economic, other) files of the mission.

- 39.1.4. Processing incoming and outgoing correspondence, writing simple and non-technical correspondence, and drafting routine diplomatic notes.
- 39.1.5. Preparing invitations and maintains post protocol files, guest lists, correspondence with the receiving state Protocol Office and other diplomatic or consular missions, and records pertaining to official events and entertaining.
- 39.1.6. Performing computer word processing, transcription, photocopying, document preparation and related functions.
- 39.1.7. Making arrangements for meetings, social events, and visiting delegations and other official visitors, and official travel; maintaining contact with service providers to support official visits and post activities.

39.2. Consular Assistant

Works under the supervision of the principal consular office or consul. Provides general administrative support as defined in the above position description, but with the addition of the following specific consular functions:

- 39.2.1. Greeting the public and ascertains what services are required, how the request should be handled and provides information sheets and the appropriate forms to process consular actions.
- 39.2.2. Maintaining detailed computer logs of all consular transaction, together with accurate records of actions referred to the Ministry of Foreign Affairs or other government agencies for follow-up or action.
- 39.2.3. Serving as cashier to receive and account for payments by the public for consular services, documents and translations.
- 39.2.4. Maintaining consular supplies, seals and equipment in a secure manner.
- 39.2.5. Maintaining all consular files and correspondence.
- 39.2.6. Processing consular correspondence and sending routine replies to inquiries.

39.3. Administrative Assistant/Clerk

Works under the supervision of the embassy or consulate officer who is responsible for administrative functions. The incumbent should be able to perform general administrative and logistical support functions and should have a general knowledge of computers and document preparation. Specific functions would include:

- 39.3.1. Preparing reports and simple correspondence; processing invoices, equipment orders, host government forms and licenses, and financial documents.
- 39.3.2. Handling banking and routine financial transactions; paying bills and tracking utilities, rent and other payments.
- 39.3.3. Performing mail and pouch services for the embassy and consulate; sorting and distributing incoming correspondence; arranging postal and shipping services.
- 39.3.4. Keeping an accurate inventory of all embassy or consulate property; procuring and maintaining expendable supplies, including office items, replacements

- supplies for copiers and other office equipment, copying paper and other paper products, cleaning supplies, and tools needed for minor maintenance.
- 39.3.5. Performing simple repairs and maintaining a list of service providers, including repair people, cleaners, guards, drivers and moving personnel.
 - 39.3.6. Maintaining orderly storage space for embassy or consulate files.
 - 39.3.7. Handling air freight and household shipments for embassy or consulate personnel; processing bills of lading and customs documents.
 - 39.3.8. Arranging for information technology providers and services; and procuring IT supplies and equipment.

39.4. Driver

Provides chauffeur services for the Ambassador/Head of Mission, the principal consular officer or other mission personnel as required. Must possess a safe-driving and accident-free record in addition to a valid local driver's license. The driver shall be capable of performing simple vehicle maintenance and repairs. Must be available at the call of the Ambassador/Head of Mission or principal consular officer to provide vehicle support for official functions in the evening and on weekends. Available to support official visits. In addition, the incumbent would perform the following functions:

- 39.4.1. Handling routine mail and messenger functions; delivering and recording pouch mail, air freight and other shipments;
- 39.4.2. Maintaining vehicle mileage logs, repair records, licenses and permits, and other documentation;
- 39.4.3. Procuring supplies and equipment for the embassy, consulate or official residence;
- 39.4.5. Performing other duties normally assigned to the Administrative Assistant/Clerk as above.

Chapter 11

Work Agreement

Article 40

Work agreements for locally engaged staff should conform to local employment law and practice. Legal advice or the advice of an employment firm or advisor may be needed to ensure compatibility with legislation or practice of the receiving state. Additionally, the receiving state Office of Protocol may be a useful source of information regarding local hiring practices and requirements.

Article 41

Following is a sample work agreement that conforms the basic standards of most countries. This form may be adapted in accordance to circumstances of the receiving state and the work agreement should contain a full and accurate job description.

APPENDIX

EMPLOYMENT AGREEMENT

This Employment Agreement, made this insert date day of insert month, insert year, by and between the Embassy (or Consulate) of the Republic of Kosovo located at insert street address, city and country (hereinafter called "Employer"),

AND

Insert Employee name (hereinafter called the "Employee"), residing at insert street address, city and country, evidences the Agreement of the parties hereto as follows:

WHEREAS:

- I. The Employer is located in insert country as the lawful representative of the Ministry of Foreign Affairs and Government of Kosovo located in Pristina, Kosovo.
- II. The Employer desires to employ the Employee and the Employee desires to accept employment with the Employer.
- III. The Employer and the Employee desire to establish the terms and conditions of such employment under a written contract.

NOW, THEREFORE, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. Employment.

- 1.1. The Employer hereby employs the Employee upon the terms and conditions herein contained to perform such duties as may be defined by the officers of the Employer. The Employee shall perform the said duties in an efficient, trustworthy and businesslike manner.
- 1.2. This Agreement, and the Employee's engagement hereunder shall, in all respects and at all times, be subject to the terms and provisions of the Agreement, and any and all applicable rules, regulations and applicable instructions of the Employer.
- 1.3. The duties of the Employee may vary from time-to-time as specified by the Employer, having regard to the overall nature of the scope of work and which variation of work shall be communicated to the Employee in writing except in the case of an immediate need, but without a reduction or increase in pay unless agreed to in writing.

2. Terms of Employment.

- 2.1. The term of employment, subject to earlier termination pursuant to the terms of this Agreement and applicable laws and regulations, shall be for twelve months. The established starting date of employment is insert month date, year and the estimated completion date is insert month date, year.
- 2.2. During this period, the Employee shall devote at least forty (40) hours per week and an average 21.67 days per month to his/her duties with the Employer. The work schedule may be adjusted for each particular job requirement at the sole but not unreasonable or unconscionable discretion of the Employer.
- 2.3. The Employee shall not, during the term of employment, engage directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any other business, profession, or occupation.

3. Probation Period.

- 3.1. The Agreement includes a probation period of three (3) months, starting on insert month date, year and ending on insert month date, year. During the probationary period, the designated Supervisor will carefully monitor the employee's job performance. Weaknesses in performance or attitude will be carefully brought to the employee's attention with a plan for correction.
- 3.2. At any time during the probationary period, both the Employer and the Employee reserve the right to terminate the employment relationship for any reason without obligation to make separation payment. Probationary status shall in no way affect the employee's eligibility for pay or benefits.

4. Job Site.

- 4.1. The Employee's Job Site shall be insert location of embassy or consulate, but he/she may be required to work outside the said Job Site premises as and when required by the Employer in connection with his/her work.
- 4.2. The Employer has full authority to temporarily or permanently transfer the Employee to another Job Site as required by the needs of the Employer.

5. Job Title and Description.

- 5.1. The Employee's Job Title at the time of execution of this Agreement shall be insert job title. The Job Description (scope of work) for the Employee's position is described in the Appendix attached to this Agreement.
- 5.2. The Employer may from time to time during the course of employment change the Job Title of the Employee and amend the Job Description in accordance with the circumstances and conditions and the needs of the Employer, without prior notification to the Employee.

6. Supervision.

- 6.1. The Employee shall report to and be responsible to the person designated in the Appendix attached hereto.

6.2. The Employee will serve under the overall supervision of the Supervisor appointed by the Employer and, within the confines of this Agreement, comply with the directions given by the Supervisor.

7. Compensation.

7.1. The Employee shall be compensated for his/her services to the Employer at the rate of insert figure per hour based on a 40-hour work week and an average 21.67 days per work month. This represents the “basic salary” of the Employee.

7.2. In addition, the Employer will withhold taxes and pension contributions as specified by local employment law, as follows: insert amounts/percentages of withholdings.

7.3. The Employer will also pay Health Insurance contribution in the amount of insert figure.

7.4. The Employee is not entitled to any other monthly remuneration for his/her work under this Agreement, including but not limited to any fixed or variable allowances.

7.5. Gross Compensation (basic salary plus Pension and Health contributions) shall be paid no later than the 10th of each month by check, wire transfer or by other means as determined by the Employer. Note: This provides for a monthly salary payment; insert other terms if the pay period is biweekly.

8. Benefits.

8.1. The Employee shall enjoy such benefits as are set out in the relevant provisions of the Post Management Handbook, an addendum to this Agreement and incorporated herein by reference.

8.2. The Employee must carefully review, understand and acknowledge receipt of the Post Management Handbook.

9. Tax Withholding.

9.1. The Employer will withhold insert percentage from the Employee’s salary in order to comply with the local applicable legislation of insert country.

10. Compliance.

10.1. The Employee declares that he/she has received, read, understood, and will comply with, the Employer’s prevailing Post Management Handbook, and other applicable laws and regulations.

10.2. The Parties agree that the Employer may amend the Post Management Handbook and other regulations from time to time in accordance with applicable laws and regulations. Should any conflict arise between any provision of this Agreement and any material present or future applicable laws, the affected provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within the legal requirements and the remainder of this Agreement shall not be affected.

11. Termination.

11.1. The Employee may terminate his/her employment with the Employer effective at or before expiration of the term of this Agreement, by giving the Employer thirty (30) days’

written notice advising the date upon which he/she desires such termination. If the Employee fails to report to work place for 5 (five) consecutive days without any information with valid supporting evidence, the Employee will be deemed to have resigned from the Employer. In the event the Employee terminates this Agreement, subject to applicable laws and regulations, the Employee shall not be entitled to any termination payment.

- 11.2. The Employer reserves the right to terminate this Agreement for cause at any time. Cause for such termination may include any of, but is not limited to, the following: neglect of duties; non-compliance with terms of this Agreement or the Employer's regulations; and Employee's inability to properly perform the work specified. Any determination by the Employer that the Employee should be terminated pursuant to this paragraph is binding on the Employee. The Employer shall give the Employee thirty (30) days' written notice of termination or one month's salary ("Gross Compensation") in lieu thereof. In the event the Employer terminates this Agreement, subject to applicable laws and regulations, the Employee shall not be entitled to any termination payment.
- 11.3. In the event that the duties and responsibilities to be performed by the Employee under this Agreement are interrupted or curtailed during the term of this Agreement, the Employee shall be entitled to such notice of termination. Reasons for interruption or curtailment of the level of effort include but are not limited to the following: lack of adequate health or physical security conditions at the Job Site; exhaustion of available funds from the Government of Kosovo; redistribution of funds for post operations (which may be made at the sole and absolute discretion of the Employer); a cessation of diplomatic or consular relations between the Government of Kosovo and the host country; or other actions resulting in the closure of the embassy or consulate.
- 11.4. If the Employee is unable to adequately perform his/her duties because of injury or sickness, the Employer may terminate this Agreement subject to one month's written notice being given to the Employee or one month's salary ("Gross Compensation") in lieu thereof.
- 11.5. Nothing in this Agreement shall be construed as giving the Employee the right to be retained as an employee of the Employer or as impairing the rights of the Employer to terminate this Agreement.
- 11.6. Each party hereby agrees that no court or other authority's approval or pronouncement is required for the termination of this Agreement under the terms of this Agreement.

12. Dismissal.

- 12.1. The Employee shall be liable to dismissal for any falsification or misrepresentation on the Employee's part, including: bad conduct; carelessness; failure to travel as scheduled by the Employer; failure or refusal to work, criminal activity, or conduct unbecoming an employee of the Government of Kosovo.
- 12.2. Dismissal shall be effective immediately in those instances in which the Employer deems the Employee's behavior or actions to be gross misconduct. In the event of dismissal, subject to applicable local laws and regulations, the Employee shall not be entitled to any termination payment.

13. Conflict of Interest.

The Employee certifies that he/she is not aware of any actual or potential conflict of interest created by close personal relationships between the Employee and clients, vendors, beneficiaries, or any other organizations/persons working or planning to work with the Employer. If the Employee is now, or later becomes aware, of any such information, the Employee will promptly notify the Employer thereof in detail.

14. Confidentiality of Information

The Employee shall not use confidential information about the Employer for personal purposes or pass this information to other persons. The Employee shall keep confidential any personal or business information related to the Employer recipients and clients as well as any other information received while working with the Employer. All work produced while employed and under contract by the Employer is the sole property of the Employer.

15. Settlement of Disputes.

15.1. Any controversy or claim arising out of or relating to this Agreement shall be settled by the appropriate court of first jurisdiction according to local employment law.

16. Controlling Language. This Agreement has been executed in English.

17. Acknowledgement.

The Employee acknowledges that he/she has read and understands all the terms and conditions herein set forth. This Agreement constitutes the entire and complete Agreement between the Employer and the Employee, and no promises or understandings have been made other than as set forth in this Agreement. This Agreement shall be subject to modification only in writing signed by both parties, and no trade custom or usage shall apply to this Agreement.

18. Counterparts.

18.1. This Agreement has been executed in two Counterparts each of which shall be deemed to be an original.

19. Bona fide and under no duress.

19.1. The parties confirm that this Agreement is made bona fide and without any duress from either party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Signature of Employer:

Witness:

Name:

On behalf of Employer

Date:

Signature of Employee:

Name:

Date:

Name:

Date:

Witness:

Name:

Date:

