

OPEN-ENDED EMPLOYMENT CONTRACT

By and between

[NAME]

As Employer

And

[NAME]

As Employee

You should be aware that we provide these documents in good faith and trust them to be updated at the time of publication. However, you should be mindful that supervening laws and events may make them out-of-date. We recommend you to seek legal counsel to review and adapt those forms for your own use and to advise you on any specific legal questions you may have regarding the legislation and forms that are published in this website. We also recommend you to look for updates of any legislation that is quoted or published in our website.

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OPEN-ENDED EMPLOYMENT CONTRACT

[Day/Month/Year]

Between:

[NAME OF THE EMPLOYER], whose registered office is at [COMPLETE], registered with the National Registrar (Registo Nacional de Pessoas Coletivas) under number [COMPLETE NIPC], registered before the Social Security under number [COMPLETE SOCIAL SECURITY NUMBER], (the “Employer”); and

[NAME OF THE EMPLOYEE], [MARITAL STATUS], domiciled at [INSERT ADDRESS], tax number [INSERT NUMBER], with identification card number [INSERT NUMBER], and with the Social Security number (the “Employee”).

The parties hereby agree to enter into an Open-Ended Employment Contract (the “Contract”) under the Portuguese Labour Code, as follows:

1. SCOPE OF THE EMPLOYMENT CONTRACT

1.1. Subject to the terms and conditions of this Contract, the Employer hires the Employee as [JOB TITLE]. The functions and duties of the Employee shall include [DESCRIBE THE FUNCTIONS THAT WILL BE PROVIDED BY THE EMPLOYEE].

OR

Subject to the terms and conditions of this Contract, the Employer hires the Employee as [JOB TITLE]. The functions and duties of the Employee shall include [DESCRIBE THE FUNCTIONS THAT WILL BE CARRIED OUT BY THE EMPLOYEE], remotely, on an alternating basis, adopting the hybrid teleworking model.

- 1.2. The Employee should perform his/ her duties with responsibility, diligence, competence, and professionalism.
- 1.3. The Employee declares that he/she is duly qualified to perform the duties described in the previous clause.
- 1.4. The Employee will report directly to [NAME].

2. ENTERING INTO FORCE

The Contract shall enter into force [DATE] and shall remain in force for an unfixed term.

3. PLACE OF EMPLOYMENT

3.1. The Employee shall perform her / his employment functions at the facilities of the Employer located at [IDENTIFY THE LOCATION].

- 3.2. The Employer reserves the right to change the Employee's place of work to any other place where the Employer carries out or may carry out business activities in the future.

OR

The Worker will perform his/ her activity at [Insert Worker's address/Location where he/ she teleworks], regardless of the necessary or convenient trips to the company's facilities located at [Insert].

4. **NORMAL WORKING HOURS**

The Employee's normal working hours consists of eight hours a day and 40 hours a week. The Employee's normal working schedule will be the following: from Monday to Friday, beginning at 9:00 am and ending at 6:00 pm, with one break of one hour for lunch from 1:00 pm to 2:00 pm [COMPLETE WORKING SCHEDULE].

5. **SALARY**

- 5.1. In consideration for the performance of the Employee's functions under this Contract, the Employee will receive a [GROSS] monthly payment in the amount of € [VALUE], payable on the last working day of each calendar month.
- 5.2. As food allowance, the Employee will receive the amount of € [VALUE] for each day of actual work. [THIS CLAUSE SHOULD BE DELETED IN CASE OF TELECOMMUTING]
- 5.3. As supplemental and ancillary benefits, the Employee shall receive [INSERT DESCRIPTION OF BENEFITS] in the amount of [INSERT AMOUNT], respectively. [THIS CLAUSE IS MANDATORY IN CASE OF TELECOMMUTING]
- 5.4. The Employee shall receive a Christmas bonus and vacations allowance paid in accordance with the law.
- 5.5. The Employer shall make available to the Employee the use of a company car selected by the Employee, which shall be used for professional purposes only. In no event, the costs for the Employer in connection with the lease, maintenance and insurance of the car shall exceed the monthly amount of € [VALUE]. The Employee shall be responsible for any other costs regarding the use of the car non-professional purposes.
- 5.6. The Employer shall make available to the Employee the use of a smartphone, which shall be used for professional purposes only.
- 5.7. The Employer shall reimburse the Employee of all expenses reasonably incurred in the performance of his / her functions provide they are previously authorised and duly documented.

6. HOLIDAYS

The employee is entitled to an annual vacation period calculated in accordance with the provisions of the Portuguese Labour Code and other applicable regulations and is duly paid under the terms of the same Law.

7. PROBATION PERIOD

During the first 90 (ninety) days of the term of the Contract, either party may terminate it without prior notice and without just cause, without payment of any compensation.

8. EXCLUSIVITY

8.1. The Employee shall not exercise any other jobs and agrees not to provide any services to third parties related or not with the purpose of this Contract or with the activities of the Employer or any of related companies without the written consent of the Employer.

8.2. The Employee represents and warrants that is not subject to any obligation of exclusivity or any other commitment that might be deemed in conflict with any of her / his obligations under this Contract.

9. MISCELLANEOUS

9.1. This Contract is governed by Portuguese labour laws in force, i.e., the Labour Code.

9.2. The parties elect the Judicial Court of the District of [Insert] for the resolution of any dispute regarding this Employment Agreement, with the express waiver of any other jurisdiction.

9.3. This Contract may not be amended or modified in any way other than by written agreement of the parties.

9.4. Under the terms and for the purposes of the provisions of paragraph j) of no. 3 of article 106 of the Portuguese Labor Code, the work accident insurance policy applicable to this Contract was subscribed with [INSERT INSURANCE COMPANY] and has the number [INSERT].

9.5. The Employee declares (i) that the Employer provided her / her with all information on the relevant aspects of the Contract, as well as information concerning the rights and obligations arising from the Contract, including without limitation information about the vacation period, the expected duration of the Contract, the prior termination notice periods, the daily and weekly working schedule, [as well as information about the applicable collective agreements,] as required by the Portuguese Labour Code, and (i) that she / he has full knowledge thereof.

SIGNATURE PAGE

Lisbon, [DAY] [MONTH] [YEAR].

Employer

[Name]

[Title]

Employee

[Name]

[Title]