[A number seven and a black background

Description automatically generated](https://firsthr.app/)

**Download more free templates from** [**firsthr.app**](http://firsthr.app/)

[Date]

Employee Agreement

This Employee Agreement ("Agreement") is made and entered into on [Date] ("Effective Date") between [Company Name], a [State] corporation, with its principal place of business at [Company Address] ("Company"), and [Employee Name], an individual residing at [Employee Address] ("Employee").

**1. Position and Duties**

1.1 Position: The Company agrees to employ the Employee in the position of [Job Title]. The Employee accepts this position and agrees to perform the duties and responsibilities associated with the position to the best of their abilities.

1.2 Job Description: The Company will provide the Employee with a detailed job description outlining the specific duties, responsibilities, and expectations associated with the position. The job description may include details such as:

* Specific tasks and responsibilities
* Reporting structure and lines of authority
* Key performance indicators or metrics
* Required qualifications, skills, or certifications
* Working hours and schedule
* Physical requirements, if applicable

1.3 Changes to Duties: The Company reserves the right to modify or change the Employee's duties and responsibilities as business needs dictate. The Employee will be provided with reasonable notice of any changes and their agreement will be sought, unless such changes are temporary or minor in nature.

**2. Compensation**

2.1 Salary: The Employee will receive a base salary of [Salary Amount] per [Hour/Week/Month/Year], payable in [Frequency] on [Payday]. The Company will deduct applicable taxes and withholdings as required by law.

2.2 Bonus and Incentives: The Employee may be eligible for performance-based bonuses or incentives as determined by the Company's performance evaluation and incentive programs. The criteria for bonuses or incentives may include factors such as individual performance, team performance, or company performance.

2.3 Benefits: The Employee will be eligible to participate in the Company's benefits programs, which may include health insurance, retirement plans, paid time off, and other benefits as outlined in the Company's Benefits Handbook. The Benefits Handbook will provide detailed information on eligibility, coverage, enrollment procedures, and any applicable employee contributions.

**3. Employment Status**

3.1 At-Will Employment: The employment relationship between the Company and the Employee is at-will. This means that either party may terminate the employment relationship at any time, with or without cause and with or without notice. No provision of this Agreement shall be interpreted as a guarantee of employment for a specific duration.

3.2 Probationary Period: The first [Number] months of employment shall serve as a probationary period during which both the Company and the Employee can assess their fit for the position. During this period, either party may terminate the employment relationship with minimal notice.

**4. Confidentiality and Intellectual Property**

4.1 Confidentiality Obligations: The Employee acknowledges that during the course of their employment, they may have access to and become familiar with confidential and proprietary information of the Company. The Employee agrees to maintain the confidentiality of such information both during and after their employment with the Company. This includes, but is not limited to:

* Trade secrets
* Business plans and strategies
* Customer or client lists
* Financial information
* Product or technology specifications
* Marketing plans and materials

4.2 Non-Disclosure Agreement: The Employee shall sign a separate Confidentiality Agreement, which will provide more detailed obligations and restrictions regarding the protection of the Company's confidential information. The Confidentiality Agreement may include provisions related to:

* Non-disclosure of confidential information
* Use of confidential information solely for the Company's purposes
* Restrictions on sharing or disclosing confidential information to third parties
* Post-employment obligations related to confidentiality

4.3 Intellectual Property: Any work product, inventions, discoveries, or creations developed by the Employee during their employment that are related to the Company's business or made using Company resources shall be deemed the exclusive property of the Company. The Employee agrees to assign and transfer all rights, title, and interest in such intellectual property to the Company.

**5. Non-Compete and Non-Solicitation**

5.1 Non-Compete Agreement: The Employee agrees not to engage in any activities that directly compete with the Company's business during their employment and for a specified period after termination, as outlined in the separate Non-Compete and Non-Solicitation Agreement. The Non-Compete Agreement may include provisions such as:

* Geographic scope of non-compete restrictions
* Duration of non-compete obligations
* Industries or businesses subject to non-compete restrictions
* Exceptions to the non-compete obligations

5.2 Non-Solicitation Agreement: The Employee agrees not to solicit or attempt to solicit any customers, clients, suppliers, employees, or contractors of the Company for a specified period after termination, as outlined in the separate Non-Compete and Non-Solicitation Agreement.

**6. Workplace Policies**

6.1 Compliance with Policies: The Employee agrees to comply with all Company policies and procedures, including but not limited to:

* Code of Conduct and Ethics
* Anti-Discrimination and Harassment Policy
* Workplace Health and Safety Policy
* Drug-Free Workplace Policy
* Remote Work Policy

The Employee shall familiarize themselves with these policies and seek clarification from the Human Resources department if they have any questions or concerns.

**7. Termination**

7.1 Termination with Cause: The Company reserves the right to terminate the Employee's employment with cause for reasons including, but not limited to:

* Misconduct or violation of Company policies
* Poor performance or failure to meet performance expectations
* Breach of confidentiality or intellectual property obligations
* Insubordination or refusal to follow lawful instructions
* Fraud, dishonesty, or theft
* Violation of the Non-Compete or Non-Solicitation Agreement

7.2 Termination without Cause: The Company may terminate the Employee's employment without cause at any time. In the event of termination without cause, the Employee may be eligible for severance pay as outlined in the Company's Severance Policy.

7.3 Resignation: The Employee may resign from their position at any time by providing the Company with advance notice as specified in this Agreement or as otherwise required by applicable laws.

7.4 Return of Company Property: Upon termination, the Employee agrees to promptly return all Company property, including but not limited to equipment, keys, documents, and confidential information.

**8. Dispute Resolution**

8.1 Mediation: Any disputes arising from or related to this Agreement shall first be resolved through mediation in accordance with the rules of [Mediation Organization].

8.2 Arbitration: If mediation is unsuccessful, any remaining disputes shall be resolved through binding arbitration in accordance with the rules of [Arbitration Organization].

**9. Governing Law**

9.1 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles.

**10. Entire Agreement**

10.1 Entirety: This Agreement, along with its exhibits, constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior and contemporaneous agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Employee Agreement as of the Effective Date.

**Employee:**

[Employee's Full Name]

[Employee's Signature]

[Date]

**Company:**

[Company Name]

[Company Representative's Name]

[Company Representative's Title]

[Company Representative's Signature]

[Date]