

## Sample Contract for E 7 visa including for Chef and cook for Nepalese Restaurants

### Job Contract

Having agreed upon the flowing terms and conditions, we the following two parties, the employer and employee, have set our seal and signature in confirmation for a job as stated below.

Name of the employer:

Address of the Employer:

Contact Number of the Employer:

Name of the employee:

Address of the employee in Nepal:

Contact number of the employee in Nepal:

Passport Number of the employee:

#### Terms and conditions:

1. Title of the job: Chef/Cook
2. Duty and responsibility of the employee: The employee shall work as a Chef/ Cook at ..... and serve the customers with satisfaction. The Chef/Cook is responsible for the quality of food served. Any complaints from the customer on quality of food and his/her personal behaviour while in duty shall be taken seriously, which may have effect on the continuity of his /her job. The employee has the right to learn about the complaints from the customers with timely notice. Upon receiving such complaints from the customer, the Employer in presence of the employee and one more witness shall himself test the quality of food and observe the behaviour of the employee.
3. Monthly Salary: The employer agrees to pay Korean Won 1,500,000 as minimum monthly salary to the employee. The monthly salary shall be paid within 7 days of the completion of the month and such payment shall be deposited in the personal bank account of the employee. The authority, in order to make the confirmation of the salary payment in time, the bank statement of may be verified and checked. Salary not deposited in bank account shall be deemed as salary not paid.  
The employer has to increase the salary as and when the basic salary standard is fixed by the Korean Government. Beside the salary, on completion of the year in service, the employee is entitled to receive yearly increment.
4. Allowances: The employer shall pay allowances in addition to the monthly salary as and where applicable. For the additional work with addition time except the regular work, the employer shall pay the overtime allowance. Such allowance shall be calculated in hourly basis with the payment of 1.5 percent on basic salary. In case the employee is asked to work during rest hours or in public holidays, in addition of his/her overtime allowances the the employer shall offer meals either or compensate by cash for the meals.
5. Working hours: The employee shall work 8 hours a day, five days in a week, which shall not exceed 40 hours in a week.

6. Public holiday: The employee is entitled to stay out of work during public holidays announced by the Government.
7. Leave and rest: The employee has the right to get 2 days leave per month. He/She shall be compensated by cash for the unused and accumulated leave at the end of the year.
8. Transportation: The employer is responsible for paying air-fare while the employee joins the job and returns after termination of this contract. However, return fair may not be paid in case the employee does not fulfil the contract obligation.
9. Accommodation: The employer is responsible to provide appropriate accommodation to the employee.
10. Visa: The employer is responsible for obtaining residential permit to the employee and renewing it timely for his/her stay in Korea.
11. Utilities: The employer either pays the utilities cost at his own or share the cost with the employee according to consumption.
12. Insurance: The employer is responsible to protect the employee by all categories of insurance as prescribed by the government including the social, medical, accidental etc. The employer upon arrival of the employee in Korea shall immediately register at the immigration registry and obtain residential permit.
13. Termination of this contract: This contract can be terminated by either party upon serving a month prior notice to other party.
14. Compensation: The lost or damage at the work place due to negligence of the employee may be asked for due compensation by the employer. Such loss or damage shall be confirmed by a reliable third party.
15. Bonus: The employer shall pay yearly bonus to the employee.
16. Return cost: The employee is entitled to receive a returning air-fare after completion of the service according to the contract.
17. Dispute solution: Any dispute between the employer and employee, at the first glance, shall be settled amicably through the negotiation.
18. The other terms and condition, which are not mentioned in this contract, shall be applicable according to the prevailing rules and regulations that regulate the labour disputes.
19. The Embassy of Nepal may inspect the working place and contact with the employee with regard to working condition and compliance to job contract.

This contract is done on .... day ...../month / year in .....(place) in duplicate and handed over to each party with a copy.

This contract is completed being conscious and aware of implication without having anybody's force and fears.

Signature of the Employer

Signature of the employee

Witness:

Name:

Address:

ID No.