

..... Joint Stock Company No: 56/HDLD	SOCIALIST REPUBLIC OF VIETNAM Independence- Freedom- Happiness _____
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LABOUR CONTRACT

We, from one side Mrs: Nationality: Vietnam

Title: Chairman of the Board of Management

On behalf of the Joint Stock Company

Tel:

Address: No,Alley, 3/2 Street, Hung Loi Ward, Ninh Kieu District, Can Tho City.

And from the other side Mr Nationality: Vietnam

Date of birth:th 19.... Place of birth: Can Tho

Occupation: Construction Engineer on Waterway Harbour

Temporary residence address: No, Street, Ninh Kieu District, Can Tho

Identity Card Number: issuance dated/..../19.... in: Can Tho

Agreed to sign this labour contract and engage to satisfy the following provisions:

Article 1: Duration and job of the Contract

-Type of the labour contract: “Open Ended”.

-Commencing on: Augustth 20....

–**Probationary Period:** from August,.....th 20..... to September,.....th 20.....

–**Location of work:**Vietnam Joint Stock Company

-Professional job: Waterway Harbour Construction Engineer.

-Position: Head of the Department of Quality Management.

-Job description: to execute and fulfill all the works as requested by the company leaders.

Article 2: Working condition

-Working hour: In the morning from 8 am to 12 am; In the afternoon from 13:30 pm to 17:30 pm

– To be provided equipments/tools depending on your concrete jobs.

Article 3: Obligations and rights of the Employee

1. Rights

– Transportation means: Self-sufficed

– Main basic salary:000.000 dong. Salary during **Probationary Period**: entitle to receive 85% of the basic salary (including salary and other attached benefits).

-To be paid on the 10th day of per month

-Bonus: to be paid in accordance with the dedication of the employee and the outcome of the company's business.

-Salary increment: according to the business result and the yearly experience of the employee.

-To be equipped with labor safety facilities as regulated by the company provisions.

-Time of rest:

+ Weekly resting time: to rest on Saturday morning and Sunday, eventhough, if the company is under the urgent request of increasing working productivity, the employee still have to work on resting days.

+ The employee is entitled to annual leave of 12 days per year and on national holidays under the provisions of the State.

+ If the employee goes on business vacation to execute projects handled by the company, the company will be in charge of preparing accomodation and necessary personal facilities for the employee under the existing provisions.

-Social & health insurance: Social and health insurance of the Employee will be paid in accordance with the regulations of the State.

2. Obligations

-To fullfill all the contents as committed and the jobs in the contract

- To submit notarized certificate (of the highest intellectual degree as requested for the position) to the company right after the Contract is signed.
- To obey all the working regulations, regulations of labor safety, labor disciplines.
- To pay the individual income tax as so provided by the State.
- Absolutely do not take advantage of the company's clients for individual benefit (if any)
- If for any reasons, the employee wants to terminate the labour contract, the employee shall notice the company's leaders at least 15 days in advance.
- In cases, when the employee causes damages to the company, the employee will be pay compensation for that. If the damages are too serious, the employee will be subject to legal responsibilities.

Article 4: Rights and obligations of the employer

1.Obligations

- Assure job for the employee and fully complete the conditions committed in the Labour contract.
- Fully and duly pay the employee all the remuneration and benefits as committed in the Labour contract and the collective labor accord.

2.Rights

- To manage the employee to fulfill the job in the contract (including appointment, assigning the employee to another job, temporarily suspending the job).
- To temporarily defer, to terminate the labour contract, to discipline the employee under the provisions of the law and labour regulation issued by the company.

Article 5: Implementation guidance

- Any issues which are not regulated by this contract are regulated by the application of the collective labour accord. If there is no collective labour accord, legal provisions on labour relations shall be applied.
- This Contract *is made in 2 copies, 1 copy will be kept by the Employer and 1 copy to be kept by the Employee.*
- If the two parties sign in contractual appendix, such appendix shall have the same legal value as of contractual terms.

-The contract takes effect since the date of signing.

Hanoi, July 10th 20...

Employee (Signed)FULL NAME	Employer (Signed and Sealed)FULL NAME
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