



**Global Employment
Compass**
Honduras

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1. Summary of applicable rights for different categories of workers

	Employees (part-time or full-time)	Independent contractors/service providers	Volunteers
Employment laws and regulations	Yes	No	No
Employees' compensation/remuneration requirements.	Yes	No	No
Minimum wage requirements	Yes	No	No
Mandatory provident fund/retirement benefit fund contributions	Yes	No	No
Immigration requirements including the right to work in your country	Yes	Yes	Yes
Personal Data (Privacy) laws and regulations	Yes	No	Yes
Anti-discrimination laws and regulations	Yes	Yes	Yes



2. Legal requirements/rights/ practices for different categories of workers

a. Employees

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Definition of an employee

An employee is any natural person who renders to another or others, natural or legal, material or intellectual services, or both, through the payment of remuneration and by virtue of an employment contract or relationship.

1 Contracts of Employment

What types of employment contracts are available? E.g. fixed term, part time, zero hour contracts, other? Are there any specific employment contracts available for non-profit organizations?

Fixed term, indefinite term, and for specific work or services; there are not specific employment contracts for non-profit organizations.

What are the key terms of employment contracts?

Contracts must include general information of the contracting parties, indication of the services to be rendered by the worker, duration of the contract, place where the services are to be rendered, working hours, remuneration to be received by the worker, economic dependents of the worker, place and date of the execution of the contract and signature of the contracting parties.

Is it acceptable to have a probation period for employees? If yes, for how long?

The probation period cannot exceed 60 days and shall be remunerated.

Are fixed term employment contracts permissible? Are there any limitations on fixed term contracts? Are there any requirements to have a fixed term contract?





Fixed term employment contracts must establish a date of termination, and this is determined by the occurrence of some event or circumstance, such as the construction of a work or the rendering of services, that has been foreseen, which will necessarily terminate the employment relationship. The clause in which the employee is obligated to render services for a term longer than one year is void, but the nullity can only be decreed at the request of the employee. The contract cannot exceed more than one year.

Do employment contracts have to be in writing? Are there any signatory requirements for employment contracts? For example, could they be signed in-person or electronically, etc.)?

Employment contracts do not necessarily need to be written contracts, the Labor Code establishes that the contract may be verbal, as long as the conditions established by law are met. Contracts can be signed in-person or electronically.

Do employees have to be issued with a written employment contract before they start work?

Although it is not obligatory to have a written contract, It is advisable to formalize the employment relationship by a written employment contract before the employee starts working. If the parties decide to sign a written employment contract, the law requires them to follow this guideline: Under article 36 of the Labor Code, as many copies of the employment contract as there are interested parties should be drawn up, and each party shall keep one copy.

Can you provide a simple template of the contracts mentioned above?

See [Annex 1](#).

Is there an obligation for an employer to run a criminal record check to the extent that any individual they hire will be working with children or vulnerable people?

There is no obligation for an employer to run a criminal record check, however, in Honduras it is common for companies to request this type of documents.

Can employers request references from former employers for new hires?

Yes.

Is an employer required to set up any form of employee representative body? If so, what is the trigger for this?

No.

Is it common to have collective agreements in your jurisdiction that apply to all employers in a particular region or sector?

In Honduras, it is more common to have collective agreements in the Factories and Government sectors, but not the non-profit sector.

2 Conditions of employment

What is the minimum age requirement for employment?

16 year old.

What type of work may a child undertake? For example, are there any specific restrictions?





Children may not undertake work that is likely to harm their health, safety, or morals. For minors under the age of 17, the workday must be during the daytime and may not exceed 6 hours daily and 30 hours per week.

Wages

What is the minimum wage requirement for employees? Are there any exceptions in minimum wages for young persons or people with disabilities?

Approximately, the minimum wage is at L12,350.00. There are no exceptions in minimum wages for young or disabled people.

Are there any conditions which warrant a pay raise or extra pay? If yes, what are they?

If the employee works overtime, they must receive extra payment according to the labor code regulations.

When are wages due? For example, is there any obligation to pay wages weekly, or monthly?

The form of payment may be agreed between the parties by unit of time (monthly, biweekly, weekly, daily or hourly); by unit of work; by participation in profits, sales, or collections made by the employer.

Are employers obliged to provide employees with paid leave on public holidays?

Yes.

Are employers obliged to provide employees with annual leave?

Yes.

Are employees entitled to receive their usual salary during their annual leave?

Yes.

Is there a requirement to pay overtime? How is overtime compensated?

Overtime during the day is considered as 'working hours for more than 8 hours per day and 44 hours per week', and during the night as 'working hours for more than 6 hours per day and 36 hours per week'. Overtime is compensated up to a 75% charge on salary, depending on whether it is a day or night shift.

Are there any extraordinary circumstances that could be relied on to temporarily cease paying employees for the hours worked?

The labor laws provide certain extraordinary circumstances under which an employer may temporarily cease paying employees for the hours worked. These circumstances are typically related to situations beyond the control of the employer or events that affect the normal operation of the business. These circumstances may be derived from a force majeure, temporary suspension of contracts, and other situations.

Are employees entitled to an end-of-year payment?

Permanent employees, retirees and pensioners will be entitled to the payment of the 13th month as Christmas bonus on the month of December of every year.





Are employees entitled to payments when their employment contract is terminated, such as notice or notice pay, accrued or untaken holiday and/or statutory severance?

Depending on the situation that gave rise to the termination of the contract, it must be determined whether the employee must be compensated for lost wages, proportional thirteenth and fourteenth month, proportional vacations, notice, and severance pay. It is determined by the reason that caused their contract termination, so whether they are fired with any of the reasons established in article 111 of the labor code will determine it.

Working hours

What is considered a full time working week? If the employee is contractually required to work less than this amount are they considered a part time employee?

For daytime shifts, a full-time working week includes 44 hours and, for nighttime shifts, a full time working week includes 36 hours.

If the employee is contractually required to work less than the hours mentioned before and, due to the nature of the work being performed, they are not considered a part time employee and the employer is obligated to pay full salary.

Are there fixed public/statutory holidays each year? Can employees be required to work on public/statutory holidays? Are employees entitled to any other type of leave besides public/statutory holidays?

The Labor Code establishes that public/statutory holidays must be granted to their employees. If, by virtue of an agreement, work is performed on rest days, holidays, or national holidays, they shall be paid double the salary corresponding to the ordinary working day in proportion to the time worked, without prejudice to the worker's right to any other day of rest during the week. There are other types of leave such as annual leave, maternity leave, medical leave, and bereavement leave.

Do part time employees receive any particular protection on the basis of their part-time status?

No. They are considered full-time employees, even if they work less hours.

Do part-time employees receive the same pro-rated terms to full time employees, e.g. in relation to pay and benefits?

Yes.

Social security

What social security contributions are employers obliged to pay? Presumably, pro-rated contributions are required for part time employees?

Social security (IHSS), National Institute for Professional Training (INFOP), and Private Contribution Regime (RAP).

Are employers obliged to provide health insurance to their employees?

Yes.

Are employees entitled to unemployment insurance / benefits following the end of employment?

No.





Are employers obliged to provide sick leave? If yes, for how long? How many days have to be paid by employers? Is it possible to have unpaid sick leave?

Employers are obliged to provide sick leave up to 6 months. The labor laws do not specifically address unpaid sick leave. However, it is generally understood that if an employee is unable to work due to illness or injury, they may be entitled to take sick leave with pay. The duration and compensation for sick leave is determined by the Social Security Institute based on the employee's contributions to the social security system. During the sick leave period, the employee typically receives a portion of their salary covered by the social security benefits.

Are employers obliged to provide maternity leave for employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid maternity leave?

Employers are obliged to provide maternity leave for employees. At least four (4) weeks preceding childbirth and six (6) weeks following childbirth are granted as maternity leave, summing up a total of 10 consecutive weeks, and during this time the employer must pay her salary entirely. It is not possible to have unpaid maternity leave.

Is paternity leave available to employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid paternity leave?

No.

Are employers liable for absence due to work-place injuries?

Yes. For example, under article 392 of the labor code, it is the obligation of every employer to comply with and enforce the occupational risk prevention measures issued by the Secretary of labor and social security and also, article 413 of the same code stipulates that the employer is responsible for the reparation of occupational hazards occurring to workers, occupational hazards understood as accidents or diseases to which workers are exposed because of the work they perform on behalf of others.

Are employees entitled to retirement benefits from the employer? If yes, what benefits?

Employers are not generally obliged to provide retirement benefits directly to their employees. The responsibility for retirement benefits primarily falls under the purview of the Honduran social security system.

Are employers obliged to introduce reporting channels and legal safeguards for whistleblowers?

Employers are not obliged, however, most companies implement reporting channels and protection to those who report.

3 Safe and supportive work environment

Broadly what measures have to be in place to ensure employers uphold health and safety? (such as fire or earthquake drills)

Employers with ten (10) or more permanent workers must prepare a special health and safety regulation and submit it to the General Labor Inspectorate for review and approval. These regulations must contain provisions for the protection and personal hygiene of workers, prevention of accidents and illnesses, medical service, sanitation of the establishment and nurseries, and safety measures for establishments that require them, among others.





Is there a requirement for an employer to issue any form of non-discrimination policies? (such as gender equality policies, equal employment opportunities, diversity, and inclusion policies, etc.)

Employers are obligated to create and enforce policies that promote equal treatment and non-discrimination in hiring, promotion, training, compensation, and other employment-related matters. These policies should be communicated to employees and implemented consistently throughout the organization.

Is there a requirement to provide employees with training designed to combat discrimination and harassment?

While there may not be a legal obligation, some employers in Honduras may choose to provide training programs or educational initiatives to raise awareness about discrimination and harassment and promote a respectful and inclusive workplace.

Is there a requirement to have a data protection policy?

There is no legal obligation, however, employment contracts may contain a data protection clause, to safeguard the company's data.

Is it mandatory for employers to have a Child Protection Policy (CPP)? Are employees obliged to provide training on CPP to its employees?

There is no legal obligation for employers to have a CPP.

4 Tax

Which taxes are mandatory for employers to pay and deduct on behalf of their employees?

Municipal personal tax and income tax.

Are all employee taxes deducted from the salary that the employer pays or is there a requirement for employees to pay certain taxes directly?

The employer has the obligation to deduct these taxes from the employee's salary.

5 Remote work

Are employers required to have a registered legal entity in the jurisdiction in order to employ employees in the jurisdiction?

Yes.

Are employers required to provide any form of physical working space for employees working in your country?

There is no requirement for employers to provide a physical working space for employees, however, they must provide appropriate technological equipment to perform the work remotely and agree on how the interconnection costs will be paid.

Please provide general instructions for employers on what to check if the employer has remote employees, including concerning employee tax liabilities.





The employment contract must comply with all the conditions set forth in the Labor Code, including working hours, wage fixing, and social and tax contributions.

6 What to do when things go wrong

Dispute resolution

Do employees (including volunteers) need to go through any form of dispute resolution before bringing a claim to a court or tribunal?

The conciliation stage must be completed first. If the parties do not reach a negotiation, the claim continues to court.

Resignation

What grounds do employees have for resignation?

- Deception by the employer when entering the contract, with respect to the conditions under which the worker must perform their work.
- For any act of violence, mistreatment, or serious threats by the employer to the worker.
- Any act of the employer that induces the worker to commit an unlawful act.
- Failure of the employer to pay the worker's full salary.
- Transferring the employee to a position of a lower category or lower salary.
- Failure on the part of the employer to comply with conventional or legal obligations.
- Failure on the part of the employer to comply with safety and hygiene measures at work.

Termination

What grounds do employers have for the termination of employment contracts?

- The worker's deception by presenting false recommendations or certificates regarding his aptitude.
- Any act of violence, insults, ill-treatment, or indiscipline committed by the employee during their work.
- Material damage caused maliciously to objects related to the work.
- Any immoral or criminal act committed by the employee at the workplace.
- Revealing the technical or commercial secrets of the company.
- When the employee fails to attend work without justified cause for 2 complete and consecutive days or for 3 working days in the term of a month.
- The manifest inability or inefficiency of the employee that makes the fulfillment of the contract impossible.
- When the employee suffers from an incurable or infectious illness or mental health issues and refuses to undergo treatment.





How do employers have to document the termination of an employment contract?

The specific documentation process may vary depending on the circumstances of the termination, such as whether it is due to a mutual agreement, termination for cause, or termination by one party. However, employers must document terminations by termination letter, notice period, severance or compensation, and settlement agreements. If it is termination for cause then only a notice letter and a discharge hearing are required; If it is by mutual agreement reaching and documenting the settlement agreement is required; If it is termination by one party then a notice period, termination letter and severance or compensation are required.

What is the responsibility of employers for damages incurred by an employee's actions within their work?

Employers may have responsibility for damages incurred by an employee's actions within their work, depending on the circumstances and legal principles that govern the employer-employee relationship. The specific liability and responsibility can vary based on factors such as negligence, scope of employment, and the applicable laws and regulations





b. Independent contractors/consultants*

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Definition of an independent contractor/consultant

An independent contractor is a person who is hired to do a specific job.

** The term consultant will be used to also refer to independent contractors, or any other term that would mean a person that provides goods or services under a written contract or a verbal agreement but does not work to meet the definition of employee.*

1 Contracts

What types of independent contractor/consultant agreements are available? Are there any specific agreements available to NGOs?

Independent contractor/consultant agreements can take various forms depending on the nature of the work and the specific terms agreed upon by the parties involved. While the specific details and provisions can vary, here are some common types of independent contractor/consultant agreements that can be found in Honduras: service agreement, consulting agreement, freelance agreement, among others.

There are no specific agreements available to NGOs.

What are the main elements of consultant agreements?

Consultant agreements include identification of parties, scope of work, duration and termination, payment terms, intellectual property rights, confidentiality and nondisclosure, independent contractor relationship, governing law and dispute resolution, liability and indemnification. Agreements should not include conditions contained in an employment contract, i.e., a work schedule should not be imposed, there should be no subordination, the remuneration is to be agreed between the parties, and it must be specified that the consultant is an independent contractor and not an employee of the client. It should outline that the consultant is responsible for their own taxes, insurance, and compliance with applicable laws and regulations.

Is it possible to have probation periods for independent contractors/consultants? If yes, for how long?

No, since they are not under an employment relationship.





Is it possible to have a fixed term consultation/independent contractor agreement? Are there any restrictions around fixed term consultant/independent contractor agreements?

Yes, the fixed term must be decided by the parties.

Do independent contractor/consultant agreements have to be in writing? Are there any signatory requirements? For example, could they be signed in-person or electronically, etc.)?

Contracts must be in writing and can be signed in-person or electronically.

Do all types of independent contractors/consultants have to be under contract in order to be able to work?

Yes.

Can you provide a simple template of the agreements mentioned above?

Please refer to [Annex 2](#).

Is there an obligation to run a criminal record check to the extent that any independent contractor will be working with children or vulnerable people?

There is no obligation to run criminal record check, however it can be done.

2 Conditions of work for consultants

Are there any minimum age requirements for an individual to work under a consultant/independent contractor agreement?

There are no specific minimum age requirements for individuals to work under a consultant or independent contractor agreement in Honduras. It is important to ensure compliance with child labor laws and regulations, which aim to protect the rights and well-being of minors.

Does a consultant/independent contractor need to obtain a license or any other permission in order to work?

Not necessarily. Anyone can work as a contractor, except people under 16 years of age.

Payment

Are there any minimum pay requirements for consultants/independent contractors? Are there any exceptions in minimum wages for young persons or people with disabilities?

Payment is agreed between the parties for consultants/independent contractors. There are no minimum wages

Is there any requirement to provide statutory/paid leave to consultants for statutory holidays?

No.

Is there any requirement to pay annual leave to consultant/independent contractors? If so, how is this compensated, if at all?

No.





**Is there an obligation to provide consultant/independent contractors with overtime?
How is this compensated if required?**

No.

Are consultants entitled to an end-of-year payment?

No, only to the payments agreed on the contract.

Are consultants entitled to a final payment when the contract is terminated?

No.

Working hours

Are consultants entitled to any type of leave, whether paid or unpaid??

No. Both parties should clearly outline any provisions related to time off, breaks, or absence from work to ensure mutual understanding and agreement

Social security

Does the end user engager need to make any social security contributions on behalf of a consultant/independent contractor? Are independent contractors entitled to health insurance from the end user engager?

They are not entitled to health insurance from the end user engager, since they are not employees.

Are independent contractors/consultants entitled to unemployment insurance / benefits after termination of their independent contractor/consultancy agreement from the end user engager?

No.

Are independent contractors/consultants entitled to sick leave from the end user engager? If yes, for how long? How many days have to be paid?

No.

Are independent contractors/consultants entitled to maternity leave from the end user engager? If yes, for how long? How many days/months have to be paid

No.

Are independent contractors/consultants entitled to paternity leave from the end user engager? If yes, for how long? How many days/months should be paid?

No.

Are employers obliged to cover work-place injuries for independent contractors/consultants?

No.

Are independent contractors/consultants entitled to retirement benefits from the end user? If yes, what benefits?

No.





3 Safe and supportive work environment

Are there any differences in terms of the regime that applies to employees?

No.

4 Remote work

Are end user engagers required to have a registered legal entity in the jurisdiction in order to hire independent contractors/consultants there?

Not necessarily, conditions must be agreed between parties.

5 What to do when things go wrong

Resignation

Do consultants/independent contractors need a reason to terminate the contract or can they terminate it for any reason in accordance with the terms of the contract?

They can terminate it for any reason in accordance with the terms of the contract.

Termination of agreement

What grounds do end user engagers have for the termination of consultant agreements?

It depends on the stipulations of the contract, as to the forms of termination of the contract.

What is the responsibility of the end user engagers for damages incurred by a consultant's actions within his/her work?

End user engagers might incur damages with respect to third parties, as a result of a consultant's actions within their work. At the same time, the company could ask the consultant for compensation for the damage caused.





c. Volunteers

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Definition of a volunteer

Volunteers are not defined under the Labor Code.

1 Contracts

Are organizations required to sign any form of agreement with volunteers?

There is no specific legal requirement to sign a volunteer agreement, however, volunteer agreements can be subscribed, as long as the agreement does not include conditions that are applicable only to employees.

2 Conditions of employment

Is there a minimum age requirement for volunteers?

There is no specific minimum age requirement for volunteers determined in the labor laws or regulations.

What type of volunteering work may a child undertake? Are there any restrictions around this?

The specific type of volunteering work that a child may undertake can vary depending on factors such as the age of the child and the nature of the work involved. While there may not be a comprehensive list of approved volunteer activities for children, the activities must protect their rights, well-being, and safety.

Payments and reimbursement

Are organizations allowed to pay stipends to volunteers?

No.

Are organizations allowed to reimburse volunteers? If yes, for what expenses (such as transportation, food, etc.).

Organizations may reimburse volunteers for reasonable and documented expenses incurred directly as a result of their volunteer work. This can include transportation costs, meal expenses, or necessary supplies.





Working hours

Are there any obligations around how many hours volunteers can work?

No.

Are volunteers entitled to any type of leave?

Leave is not applicable to volunteers since they do not have an employee status.

Social security

Are organizations obliged to pay any social security contributions on behalf of their volunteers?

No.

Are organizations obliged to provide health insurance to volunteers?

No.

Are organizations liable for absences of volunteers due to work-place injuries?

No.

3 Safe and supportive work environment

Are there any differences in terms of the regime that applies to employees?

Organizations must provide a safe, healthy, and supportive environment in the place where volunteers will execute their activities.

4 Tax

Are organizations obliged to pay taxes if they pay their volunteers stipends? If yes, what types of taxes are mandatory to pay?

Not applicable in Honduras since volunteer work is free.

5 What to do when things go wrong

What grounds do organizations have for the termination of volunteer agreements/arrangements?

Organizations may terminate a volunteer agreement whenever they want to, since there is no employment relationship.

What is the responsibility of organizations for damages incurred by a volunteer's actions within his/her work?

The responsibility of organizations for damages incurred by a volunteer's actions within their work can vary depending on the circumstances and legal principles that govern the relationship between the organization and the volunteer. The specific liability and responsibility can be influenced by factors such as negligence, scope of volunteer work, and the applicable laws and regulations.





d. Non-citizen employees and consultants, including refugees and others forcibly displaced

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1 Status and the right to work

Are employers obliged to secure legal status for their employees or consultants if they are non-citizens? (such as refugee status, humanitarian visas, visas for trafficking survivors, other recognized protection statuses, etc.)

Yes.

Are employers obliged to secure work permits for their employees or consultants?

Yes.

Is it always necessary to obtain a work permit?

Yes.

Can asylum-seekers and other persons forcibly displaced access the right to work if they do not have refugee status or other recognized protection statuses?

As of now, the right to work in Honduras is typically reserved for Honduran citizens and individuals with valid work permits, legal residency status, or refugee status.

2 Contracts

Are employment contracts or consultant agreements for non-citizens different to those for citizens?

Contracts as the same for both.

3 Conditions of employment

Does national law regulate the quotas for the number of non-citizens within one organization? Are employers obliged to report about employed non-citizens?

According to the Constitution of the Republic and Labor Code, employers are prohibited from employing less than 90% of Honduran workers and paying them less than 85% of the total wages earned in their respective companies.





Are there any other differences in conditions of employment for non-citizens and citizens?

There are no differences in conditions of employment for non-citizens.

Are there any specific employment terms that apply to citizens but not apply to non-citizens?

No.

4 Safe and supportive work environment

Are there any differences in a safe and supportive work environment approach for non-citizens? If yes, please elaborate here.

No.

Does the employer have additional obligations for non-citizens?

No.

5 What to do when things go wrong?

Is the process of termination of an employment contract for non-citizens different than for citizens? If yes, please explain here.

The process of termination of an employment contract for non-citizens is the same for citizens.

Is the process of resignation for non-citizens different than for citizens? If yes, please explain here.

No.

Are non-citizens entitled to the equal protection of employment laws in the event of employment-related disputes?

Yes.





Annex 1

HONDURAS: EMPLOYMENT AGREEMENT¹

We, [EMPLOYER REPRESENTATIVE], of legal age, [STATUS: SINGLE OR MARRIED], [NATIONALITY] national with Identification Number [DNI NUMBER], and domiciled in the city of [CITY], [DEPARTMENT], in her capacity as Representative of [ORGANIZATION NAME] organized, domiciled and existing under the laws of the District of [STATE], United States of America; accredited to operate legally in Honduras registered under number [INSCRIPTION NUMBER] hereinafter the "EMPLOYER"; and [EMPLOYEE COMPLETE NAME], of legal age, [STATUS: SINGLE OR MARRIED], [NATIONALITY] national with Identification Number [DNI NUMBER], with address at [EMPLOYEE ADDRESS], [CITY], [DEPARTMENT], Honduras, hereinafter the "EMPLOYEE" agree to enter into this Indefinite Employment Contract, considering that the EMPLOYER, in order to achieve the goals and objectives of its mission and social objectives requires to hire the EMPLOYEE and provide services outlined in this employee agreement, according to the clauses established below:

I) SECTION ONE:

Under this contract the EMPLOYEE agrees to provide services to EMPLOYER, in his/her post, position or activity of [POSITION] for which the EMPLOYEE must perform the activities described in the Job Description enclosed.

II) SECTION TWO:

This employment agreement will initiate on [INITIATION DATE].

III) SECTION THREE:

THE EMPLOYEE shall be subject to a probationary period of two (2) months. During the trial period, the EMPLOYER may terminate this contract without liability on its part, by giving written notice to EMPLOYEE and paying the salary for that period.

IV) SECTION FOUR:

The EMPLOYEE agrees to provide services at the EMPLOYER offices located in Tegucigalpa, Honduras being able to move, temporarily or permanently, to another workplace of the same company, in fulfillment of its obligations, prior written consent from the contracting parties.

V) SECTION FIVE:

THE EMPLOYEE will perform his/her services during the DAYTIME which starts at 8:00 am and finishes at 5:00 PM - Monday through Friday.

VI) SECTION SIX:

The EMPLOYEE shall have two days off per week, preferably Saturday and Sunday; however, either of these can be exchanged by another day.

VII) SECTION SEVEN:

In consideration of the services of the Employee, EMPLOYER agrees to pay a monthly salary in the amount of [SALARY] Lempiras (L. _____.00) which will be paid in cash, by check, or bank transfer, in two biweekly payments.

VIII) SECTION EIGHT:

¹ In accordance with the law, the Agreement should be in Spanish





The EMPLOYER agrees to provide the EMPLOYEE the materials needed to develop his/her activities.

IX) SECTION NINE:

Under this contract, the EMPLOYEE compromises its effort and ability to work for the EMPLOYER exclusively and for the duration of the service, as provided in the Human Resources Policies and Procedures Manual.

X) SECTION TEN:

Other than as is required by the course of duties and without the written consent of The EMPLOYER, in no circumstances may the EMPLOYEE disclose to any person whatsoever any of the secrets, concerns, affairs, figures, or accounts of the EMPLOYER or any of its associates during the employment or after its termination for any reason. The EMPLOYEE may not communicate with any newspaper or other form of news media with regard to the affairs of the EMPLOYER, make any statement or broadcast, sign any official documentation or publish any articles based on your experience with the EMPLOYER except with the prior express approval in writing of the EMPLOYER. The EMPLOYEE is not permitted to make any copy, abstract, summary in whole or part of a document belonging to the EMPLOYER except where expressly authorized to do so or in the proper performance of the EMPLOYEE'S duties. All notes and memoranda of any official secrets or confidential information concerning the business of the EMPLOYER or of its suppliers, agents, distributors, or customers which shall be acquired received or made by the EMPLOYEE during the course of the employment shall be the property of the EMPLOYER and shall be surrendered to someone duly authorized in that behalf at the termination of your employment or at any time at the request of the EMPLOYER during the course of your employment. The obligation of confidentiality contained in this clause shall survive the termination of this Agreement for any reason whatsoever and shall subsist thereafter without limit in point of time. Access and / or direct or indirect disclosure of any documents, data in general, or any information related to the EMPLOYER by any third-party access as a result of the same act or omission attributable to the EMPLOYEE, will result in automatic failure of the confidentiality conditions described above, generating the corresponding damage and criminal liability.

XI) SECTION ELEVEN:

The EMPLOYEE declares that the following are his/her economic dependents:

NAME:

AGE:

RELATION:

And declares as his/her beneficiaries, the following:

NAME:





XII) SECTION TWELVE:

The employee agrees to follow all security protocols and specific directions provided by The EMPLOYERS Security Department / Representative. Any violation of the security protocols or disobeying the authority of the EMPLOYERS security officer, the employee shall be subject to disciplinary action, from a formal written warning notice up to, and including immediate termination.

The failure or misconduct, by the Employee, of the obligations and prohibitions stated in the Labor Code, Internal Rules of Conduct, and company policies will result in the termination of the contract without the EMPLOYER responsibility, and following the legal process established.

XIII) SECTION THIRTEEN:

This contract may be suspended, modified, or terminated by consent of the parties or as otherwise provided by the Labor Code.

XIV) SECTION FOURTEEN:

Upon termination of employment for any reason, the EMPLOYEE shall return all property to The EMPLOYER, along with files, lists and documents which have been given to the EMPLOYEE by the EMPLOYER, or obtained by him in the exercise of their functions.

XV) SECTION FIFTEEN:

This Agreement shall be subject to the Laws of the Republic of Honduras and the parties hereto shall be subject to the exclusive jurisdiction of the courts of Honduras.

XVI) SECTION SIXTEEN:

It is understood that this contract includes all labor rights guaranteed by the constitution and other laws of labor and social welfare in Honduras; and to take appropriate legal action, this contract is signed in duplicate on [DATE], giving one copy to the EMPLOYER and another to the EMPLOYEE.

Tegucigalpa M.D.C.

[EMPLOYERS REPRESENTATIVE NAME]

EL EMPLEADOR

“The Employer”

[EMPLOYEE’S NAME]

EL EMPLEADO (A)

“The Employee”





Annex 2

INDEPENDENT CONTRACTOR AGREEMENT

[ORGANIZATION NAME], agrees to retain, and Contractor agrees to perform, certain services as more fully set forth in the attached Annex A, Scope of Work (the “Services”), during the Term (as defined below).

[ORGANIZATION NAME], is a [DESCRIPTION, e.g. global health] organization committed to [DESCRIPTION OF ORGANIZATION’S MISSION OR ACTIVITIES, e.g. strengthening integrated health systems in the developing world and expanding access to care]. [ORGANIZATION NAME], [FURTHER DETAIL, e.g. solution-oriented approach focuses on improving market dynamics for medicines and diagnostics; lowering prices for treatment; accelerating access to life-saving technologies; and helping governments build the capacity required for high-quality care and treatment programs].

The ability of [ORGANIZATION NAME], to advance its mission hinges on collective efforts to build and maintain strong, trusting relationships among colleagues, partners and the peoples and governments we serve. To this end, [ORGANIZATION NAME], expects that its employees and partners espouse the highest standards of moral and ethical conduct, and exemplify professional integrity, entrepreneurialism and flexibility in their work for and with [ORGANIZATION NAME],.

[CONTRACTOR’S NAME] has experience with [RELEVANT DESCRIPTION OF CONTRACTOR, e.g. Global Fund processes and with the Honduras’ health care sector. S/he has proven leadership capacity working across different stakeholders and different levels.]

Services the Contractor will be completing under this Agreement, will be completed in [Honduras].

- I. TERM/TERMINATION:** The term of this Agreement shall commence on [DATE] and end on [DATE] (the “Term”). At the end of the Term, the Parties, if they so desire, may continue the relationship upon such terms as are mutually agreed upon, in writing, by [ORGANIZATION NAME], and Contractor. Notwithstanding anything to the contrary contained in this Agreement, while the Parties anticipate a mutually satisfactory relationship, each shall have the right to terminate this Agreement at any time if it deems necessary, provided, however, that upon any such termination Contractor shall be paid (as detailed herein) for Services performed through the termination date.
- II. COMPENSATION:** In consideration of the Services rendered hereunder, upon receipt of Contractor’s invoice, pending [ORGANIZATION NAME], Project Manager’s approval and in accordance with the Budget and Disbursement Details (Annex B), [ORGANIZATION NAME], will pay Contractor a fee in the amount of USD \$3,600 [per month]. Payments will be made to the Contractor as set forth in the Budget and Disbursement Details.
- III. RELATIONSHIP OF THE PARTIES:** Contractor is retained as an independent contractor and shall not be considered under the provisions of this Agreement or otherwise as having employee, joint venture or partner status and will not be eligible to receive or participate in any fringe benefits including health, dental, disability, or retirement benefits, international emergency assistance insurance, medical leave, paid vacation or any other employee benefits or other plans offered by [ORGANIZATION NAME], unless otherwise stated in the Budget and Disbursement Details.
- IV. WORK AUTHORIZATION:** Contractor is fully responsible for securing work authorization and/or visas, as required, for all countries in which Contractor performs Services prior to commencing Services in said countries. Contractor’s failure to secure required work





authorizations may result in [ORGANIZATION NAME], immediate termination of this Agreement, at the discretion of [ORGANIZATION NAME]. When requested, Contractor will provide [ORGANIZATION NAME], with a copy of any required work authorization.

- V. **TAXES:** Except as set forth herein, [ORGANIZATION NAME], shall not withhold any amount of taxes or other items from payments made to Contractor pursuant to this Agreement and Contractor shall be responsible for the payment of any income taxes, social security taxes or other withholdings with respect to such payments, and will defend, indemnify and hold [ORGANIZATION NAME], harmless from and against all taxes, tax withholdings, penalties and assessments related to the monies paid to Contractor hereunder.

VI. CONFIDENTIALITY

- a. "Confidential Information" means any and all non-public information of [ORGANIZATION NAME], including that of third parties that [ORGANIZATION NAME], has an obligation to maintain as confidential and that developed by Contractor in the performance of the Services, which (i) pertains to [ORGANIZATION NAME], technologies, products, intellectual property, finances, operations and/or business, and (ii) is disclosed by [ORGANIZATION NAME], to Contractor, either directly or indirectly, in writing or orally. Confidential Information shall include, without limitation, business plans, data, lists, names, designs documents, drawings, financial analyses, forecasts, formulas, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as "confidential," "proprietary" or some similar designation. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by [ORGANIZATION NAME], to Contractor; (ii) becomes publicly known and made generally available after disclosure by [ORGANIZATION NAME], to Contractor through no action or inaction of Contractor; (iii) was already in the possession of Contractor prior to time of disclosure, as shown by Contractor's written documents; or (iv) was or is obtained by Contractor from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
- b. All Confidential Information shall be used by Contractor solely for purposes of performing the Services. During the Term of this Agreement and thereafter, Contractor will not directly or indirectly (i) publish, disseminate or otherwise disclose, (ii) use for Contractor's own benefit or for the benefit of a third party or (iii) deliver or make available to any third party, any Confidential Information, other than in furtherance of the purposes of this Agreement and only then with the prior written consent of [ORGANIZATION NAME]. Contractor will exercise all reasonable precautions to physically protect the integrity and confidentiality of the Confidential Information. Upon any termination of this Agreement, or at the earlier request of [ORGANIZATION NAME], Contractor will immediately return to [ORGANIZATION NAME], all Confidential Information provided to or developed by Contractor under this Agreement, except for one copy of the Confidential Information which Contractor may retain solely for legal archival purposes.
- c. If Contractor is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, Contractor will provide [ORGANIZATION NAME], with prompt written notice of such requirement so that [ORGANIZATION NAME], may seek a protective order or other appropriate relief. Subject to the foregoing sentence, Contractor may furnish that portion (and only that portion) of the Confidential Information that Contractor is legally compelled or is otherwise legally required to disclose; provided, however, that Contractor provides such assistance as [ORGANIZATION NAME] may reasonably request in obtaining such order or other relief.





VII. PROPRIETARY RIGHTS:

- a. “Developments” means ideas, concepts, discoveries, inventions, developments, improvements, know-how, trade secrets, designs, processes, methodologies, materials, products, formulations, data, documentation, reports, algorithms, notation systems, computer programs, works of authorship, databases, mask works, devices, equipment and any other creations (whether or not patentable or subject to copyright or trade secret protection) that are developed or conceived or reduced to practice by Contractor, either alone or jointly with others, and that result from the performance of the Services.
- b. All Developments will be the exclusive property of [ORGANIZATION NAME]. Contractor hereby assigns and, to the extent any such assignment cannot be made at present, hereby agrees to assign to [ORGANIZATION NAME], without further compensation, all right, title and interest in and to all Developments and any and all related patents, patent applications, copyrights, copyright applications, trademarks, trade names, trade secrets and other proprietary rights in the United States and throughout the world. During and after the Term of this Agreement, Contractor will cooperate fully in obtaining patent and other proprietary protection for the Developments, all in the name of [ORGANIZATION NAME] and at [ORGANIZATION NAME] cost and expense, and, without limitation, will execute and deliver all requested applications, assignments and other documents, and take such other measures as [ORGANIZATION NAME] may reasonably request, in order to perfect and enforce [ORGANIZATION NAME] rights in the Developments. Contractor appoints [ORGANIZATION NAME] its attorney to execute and deliver any such documents on Contractor’s behalf in the event Contractor fails to do so.
- c. In the event that the foregoing assignment provisions are held to be unenforceable in any jurisdiction or country, Contractor hereby grants to [ORGANIZATION NAME], a perpetual, worldwide, irrevocable, royalty-free, fully paid-up exclusive license to use the Developments for any and all purposes in such jurisdiction or country.
- d. Contractor shall make and maintain adequate and current written records of all Developments. Such records shall be furnished to [ORGANIZATION NAME] as and when requested by [ORGANIZATION NAME] and will be the exclusive property of [ORGANIZATION NAME]. Contractor will promptly disclose all Developments to [ORGANIZATION NAME].
- e. Contractor agrees not to make any use of any funds, personnel, equipment, facilities, or other resources of any third party in performing the Services nor to take any other action that would result in a third party owning or having a right in any Developments.

VIII. CONTRACTOR CONDUCT: Contractor will use his/her best efforts to ensure that activities conducted under this Agreement are performed in a manner consistent with [ORGANIZATION NAME] policies on respectful workplace, child protection and clinical care. Contractor recognizes and shares [ORGANIZATION NAME] commitment to a respectful workplace environment free from bias and/or harassment based on race, color, religion, sex, sexual orientation, national origin, disability, pregnancy, or any other characteristic protected by applicable law.

IX. MARKS: This Agreement shall not be construed to grant to Contractor any license to use [ORGANIZATION NAME] name or logo, in any format (the “[ORGANIZATION NAME] Marks”). Any requests for use of [ORGANIZATION NAME] Marks shall be submitted in writing. [ORGANIZATION NAME] shall have the right, in its sole discretion, to determine whether or not to grant any rights of usage to the [ORGANIZATION NAME] Marks to Contractor. In order for an authorization to be valid, it must be documented in writing from an authorized representative of [ORGANIZATION NAME].





- X. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold [ORGANIZATION NAME] harmless from and against all claims, demands, suits, liabilities, losses, damages or injuries (collectively “Liabilities”) based upon or arising out of Contractor’s performance of Services under this Agreement, except such Liabilities as may result from the gross negligence or willful misconduct of [ORGANIZATION NAME].
- XI. GOVERNING LAW:** This Agreement shall be interpreted and enforced in accordance with the laws and by the courts of [COUNTRY], without regard to principles of choice of laws. The invalidity of any provision of this Agreement shall not affect the remainder of that provision or any other provision of this Agreement.
- XII. Notice:** All notices and requests in connection with this Agreement shall be given to the Parties by certified or registered mail, by a nationally or internationally recognized courier service, by facsimile (subject to acknowledgement of receipt), by email (subject to acknowledgement of receipt), or by hand as set forth below. All notices and requests shall be deemed given the earlier of seven (7) days after duly deposited in the mails properly addressed with postage prepaid, or when actually received.

[CONTRACTOR’S NAME]

[ORGANIZATION NAME]

[PROFESSION]

Contracts Department

Honduras, Tegucigalpa M.D.C.

[ADDRESS]

[PHONE NUMBER AND EMAIL]





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