



**Global Employment
Compass
Guatemala**

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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	No
Personal Data (Privacy) laws and regulations	Yes	Yes	Yes
Anti-discrimination laws and regulations	Yes	No	No



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

a. Employees

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Definition of an employee

An employee is any individual person who renders his material or intellectual services, or both, to an employer, by virtue of a labor contract or relation.

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?

There are two types of contracts in Guatemala:

By duration:

- For an indefinite period: termination date is not specified;
- Fixed term: a condition or date is established for its expiration. When the established condition or date is met, the contract ends without liability for the employer and employee. Temporary contracts can only be entered into when justified by the temporary or accidental nature of the services. For example, when a person is hired to cover a worker whose contract is on hold.

By the type of day:

- Full time: When an ordinary day is agreed;
- Part time: When a day less than the ordinary day is agreed.

[See Appendix A](#) for a template of an indefinite employment contract.





What are the key terms of employment contracts?

The following are conditions or elements of employment contracts:

- a) the matter or purpose;
- b) the manner or way of their performance of work;
- c) the working day;
- d) the workplace; and
- e) the remuneration which the employer is obligated to pay.

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

According to Guatemalan labor law, an employment relationship is subject to an initial probation period not exceeding two months. During this period, the employer can terminate the relationship without making any severance payment. This requires a notice of termination in writing, as evidence that the employee has received the communication during the probation period. It is recommended that the employee signs a copy of the written notice. The same rule applies when an employee wishes to terminate the relationship during the probationary period. If there is no written evidence from either party, this may result in a claim for compensation against the employer.

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 are permitted as long as the accidental or temporary nature of the service to be provided or the work to be carried out is deemed necessary.

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 must be in writing and there are no signatory requirements.

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

When there is an employment relationship, it is the employer's obligation that the employee signs the employment contract. However, employees can start working even if they have not signed the employment contract.

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

[See Appendix A](#) for a template of an indefinite employment contract.

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?

Yes. In Guatemala, every employee who during the employment relationship has contact with children must have a certificate stating that the person has not been convicted of crimes of sexual nature.

Can employers request references from former employers for new hires?

Yes, it is allowed to consult references from former employers.

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?

It is not common for companies to celebrate collective agreements.

2 Conditions of employment

What is the minimum age requirement for employment?

15 years old.

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

Work performed by minors must be specifically compatible with their age, conditions or physical state and intellectual and moral development.

Regarding restrictions, it is prohibited for minors to work at night and to work overtime. Likewise, day work of minors in bars or other analogous establishments is also prohibited.

Wages

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

The minimum wage is established by the government each year. Payment of the minimum wage is not mandatory in apprenticeship contracts.

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

No.

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

It must be paid monthly or agreed with the employee that a fortnightly salary will be paid in advance and the rest paid at the end of the month.

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

Yes.

Are employers obliged to provide employees with annual leave?

Every employee without exception has the right to a period of vacations remunerated after every year of constant work to the service of the same employer, whose minimum duration is fifteen working days.

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

Yes.

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





Working in excess of the regular working day shift must be compensated with 50 per cent of the ordinary day shift, paid for the overtime. Even with overtime, shifts may not exceed a total of 12 hours a day. Overtime must be paid when the extra hours are requested by the employer. An employee working extra hours to amend errors or complete activities that should have been done during ordinary hours is not deemed to be overtime. The payment is equivalent to 1.5 times the average value of the hour earned by the worker as salary in the immediately preceding week.

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

No.

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

Every employer is obliged to grant their employees annually a Christmas bonus, the equivalent of one hundred percent of the ordinary monthly salary that they earn for one year of continuous service or the corresponding proportional part of one 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?

When the employment contract ends by decision of the employer without justified cause, the employee is entitled to severance pay, unused vacations, and proportional Christmas bonus payment and annual bonus for private and public sector workers (Bono 14: Annual bonus for private and public sector workers).

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?

In Guatemala there are three types of working shifts:

- a) the ordinary working day, which cannot exceed eight hours a day (between 6am and 6pm);
- b) the ordinary night shift, which cannot be longer than six hours a shift (between 6pm and 6am); and the mixed shift, which cannot exceed seven hours (a combination of day and night hours). Night hours must not exceed day hours in a mixed shift. If they do, the court will consider it as a night shift.

Likewise, part time contracts are allowed.

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?

Employees may be required to work on established holidays, as long as the employer has requested authorization to work on seventh days (the seventh day of the week which is mandatory for rest of the employee, usually Sunday) and holidays from the Ministry of Labor.

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

Yes. Part time employees cannot be discriminated against for working this type of shift and are entitled to the same benefits enjoyed by full-time employees.

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?

12.67% of total wages paid to employees. In case of part time employees the employers must pay the complement to equalize the amount of the contribution of the part time employees to those paid by employees in full time employment.

Are employers obliged to provide health insurance to their employees?

No, just the payments of social security.

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

No. The only right is to receive severance for 1 month of salary for every year worked or the proportional part.

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?

Yes, until the complete recuperation of the employee. Three days sick leave are paid by employers. After that the social security pays the absence.

It is not possible to have unpaid sick leave.

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?

Yes, for 30 days prior to the birth and for 54 days after the birth. Social security covers this absence. If the employee is not covered by social security the employer must pay the complete absence.

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?

Yes, for three days paid by employers.

It is not possible to have unpaid paternity leave.

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

Yes. If the workers or their labor organizations have denounced to the employer, in writing, a situation of risk and no measures have been adopted to correct it, and as a direct and immediate consequence of one of these special situations a work accident occurs which generates the loss of a member, permanent disability or death of the worker, the employer shall pay a compensation for the damages caused, independent from pensions or other payments covered under the social security system.

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





No.

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

No.

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)

Training and personal protection equipment, and rules to work in cold areas, subterranean areas, high altitude areas, hazardous materials, ergonomic equipment.

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.)

No.

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

No.

Is there a requirement to have a data protection policy?

No.

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

No.

4 Tax

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

It is mandatory to withhold the 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?

No, the employer must withhold income tax until the end of the relationship.

5 Remote work

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

Not expressly, as long they withhold income tax. To pay social security they will need to have a legal entity in the country.





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

No.

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

- a. An electronic and physical address to make notifications to the employees;
- b. Registration of legal entity in Guatemala;
- c. Registration at Social Security;
- d. Electronic ID to register contracts at Ministry of Employment;
- e. Payroll Book authorized by the Ministry of Employment;
- f. Internal Handbook authorized by the Ministry of Employment.

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?

No.

Resignation

What grounds do employees have for resignation?

The employee does not need a reason to present a resignation.

Termination

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

- a. In moral acts;
- b. Misbehavior on behalf a supervisor or a colleague;
- c. To cause damages on the artifacts, tools, or products of the employer;
- d. 2 complete days or 6 middle days of absence during the month;
- e. Failure to comply with the safety and security instructions given by the employer;
- f. Failure to comply with the instructions given by the employer to obtain productivity from the employee;
- g. Misbehavior on the contract terms;
- h. Misbehavior against the internal handbook.

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

They must give the employee a written letter that must be signed by the employee to confirm reception. Prior to a justified dismissal, the employer must give the employee the opportunity to defend themselves.

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

The employer is responsible for damages incurred by the employee during the employment.





b. Independent contractors/consultants*

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Definition of an independent contractor/consultant

There is no legal definition of an independent contractor/consultant in Guatemala.

** 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?

There are not different types.

What are the main elements of consultant agreements?

The payment and the services. [See Appendix B](#) for a template of an independent contractor agreement.

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

Yes, there is no regulation.

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

Yes, it is possible to have a fixed term consultation/independent contractor agreement, without restrictions.

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.?)

Yes, for tax purposes. No signature requirements, they could be signed in-person (in 'wet-ink' signature) or electronically.





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

No, but if you do not have a written agreement the Tax Authority could discuss the existence of the service.

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

[See Appendix B.](#)

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?

Yes, in case the independent contractor is going to work with children or vulnerable people, you must have a confirmation that he is not registered at the "Register of Sex Offenders".

2 Conditions of work for consultants

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

Yes, 18 years old.

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

No, in case of professionals they must be registered at the professional association.

Payment

Are there any minimum pay requirements for consultants/independent contractors?

No.

Are there any exceptions in minimum wages for young persons or people with disabilities?

No.

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.





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.

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?

No.

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?

There is no regime for independent contractors.





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?

No.

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 the contract according to its terms.

Termination of agreement

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

It could be terminated according to the contract.

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

In general there is no responsibility, but if the damage occurs during a relationship covered by a contract it will depend on the contractual terms.

ADDITIONAL INFORMATION: There is a big risk in Guatemala that an independent contractor may be considered as an employee by authorities. In this case, he will be entitled to claim employment benefits for the entire relationship.





c. Volunteers

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Definition of a volunteer

There is no legal definition of volunteer in Guatemala.

1 Contracts

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

Yes, they must have an agreement.

2 Conditions of employment

Is there a minimum age requirement for volunteers?

No.

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

There is no regulation, but the activities must be aligned with the age of the child.

Payments and reimbursement

Are organizations allowed to pay stipends to volunteers?

It is not recommendable, because it could be misunderstood as a salary, and eventually there could be claims related to the adjustment to employment benefits.

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

Yes, food, transportations, accommodation, and every other expense related with the services.

Working hours

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

No, but as the working hours become similar to those of an ordinary work schedule and become obligatory there is risk that the volunteer could be considered an employee.

Are volunteers entitled to any type of leave?





If they are volunteers, the main rule is that they are not subjected to obligations, so they cannot be obligated to work.

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?

They could have a liability if they omitted to instruct or to set up safety precautions to prevent accidents.

3 Safe and supportive work environment

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

In the case of volunteers there is no legal regime but reasonably the same measures should be put in place in case of volunteers.

4 Tax

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

No.

5 What to do when things go wrong

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

Misbehavior of the volunteer according with the objectives of the program, but in general there are no mandatory rules.

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

As a general rule the organizations will be considered responsible for damages.





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?

Only in the case of employees.

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?

No.

2 Contracts

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

No.





3 Conditions of employment

Does national law regulate the quotas for the number of non-citizens within one organization?

Yes, employers can only employ a maximum of 10% of non-citizen workers.

Are employers obliged to report about employed non-citizens?

Yes, the employer must not pay more than 15% of wages to non-citizen workers.

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

No.

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?

To obtain a work permit at the Ministry of Labor.

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.

No, but in addition to a formal notification you must retire the guarantee established to obtain the residency of the foreign person, if the residency was conceded by the intervention of the organization.

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

In addition to formal notification you must retire the guarantee established to obtain the residency of the foreign person, if the residency was conceded by the intervention of the organization.

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

Yes.





3. Addendum

APPENDIX A

INDEFINITE EMPLOYMENT CONTRACT

<p>CONTRATO INDIVIDUAL DE TRABAJO POR TIEMPO INDEFINIDO</p>	<p>INDIVIDUAL EMPLOYMENT CONTRACT</p>
<p>Contrato individual de Trabajo POR TIEMPO INDEFINIDO que celebran:</p> <p>Por una parte, la entidad _____ representada en este acto por _____, entidad que en adelante será denominada como “El empleador” o “El patrono”.</p> <p>a. Por la otra parte el señor _____ quien se identifica con el documento personal de identificación número _____ extendido por el registro nacional de las personas de la República de Guatemala a quien en adelante se denominará como “El Empleado” o “El Trabajador”.</p> <p>Ambas partes, bajo protesta de decir la verdad</p> <p style="text-align: center;">DECLARAN</p> <p>I. Requerimientos del patrono.</p> <p>_____ por intermedio de su representante declara que para desarrollar sus actividades y a la vez que éstas no se vean interrumpidas, requiere de personal capacitado para ocupar el puesto de _____; habiendo dispuesto elegir para ocupar dicho cargo al señor/a _____.</p> <p>II. Declaración del Trabajador.</p> <p>El empleado declara que cuenta con los conocimientos y la experiencia necesaria para cubrir el puesto de _____ que requiere el patrono, motivo por el cual y con anterioridad a este acto, solicitó la asignación del mismo estando consciente de que los servicios que se requieren, de no realizarse de la manera esperada incidirán en la marcha normal del negocio del patrono.</p> <p>III. Del Contrato de trabajo:</p> <p>Con apoyo en las declaraciones que anteceden, ambas partes están de acuerdo en celebrar CONTRATO INDIVIDUAL DE TRABAJO POR TIEMPO INDEFINIDO sujeto a las condiciones y estipulaciones contractuales relacionadas en las siguientes,</p> <p style="text-align: center;">CLÁUSULAS:</p>	<p>Individual contract for an indefinite period established between,</p> <p>a. _____, who acts on behalf of the entity _____ as legal representative (hereinafter also referred to as the “Employer”);</p> <p>b. And _____, of ___ years old, single, Guatemalan, Executive, who is identified with the Personal Identification Document number _____ extended by the National Registry of People of Guatemala (hereinafter, it will be identified as the “Employee”).</p> <p>Both parties declare the following</p> <p style="text-align: center;">STATEMENTS,</p> <p>I. Employer requirements.</p> <p>_____ through its legal representative declares that for the development of its activities, at the same time without being interrupted, it requires trained personnel to occupy the position of _____; having arranged the election of Mr. _____ to occupy the position.</p> <p>II. Employee statements.</p> <p>The Employee declares that he has the necessary knowledge and experience, required by the Employer, to occupy the position of _____, which is why, previous to this act, he requested the assignment of the services that are required. Being aware that if the assignments aren’t performed in the expected manner, they will affect the normal course of the employer’s business.</p> <p>III. Employment Contract</p> <p>With the support of the foregoing statements, both parties agree to celebrate an INDIVIDUAL EMPLOYMENT CONTRACT FOR AN INDEFINITE PERIOD, according to the contractual conditions and statements related to the following,</p>





PRIMERA: Del inicio de la relación de trabajo. Declaran que la relación de trabajo que queda documentada mediante el presente contrato inició/iniciará el día _____; de manera que para una eventual terminación de la relación de trabajo será considerada esa fecha para efecto de pago de las prestaciones que correspondan.

SEGUNDA. De los servicios. El trabajador ocupará el puesto de _____. Los servicios que prestará el trabajador en favor de _____ son los que se describen a continuación en forma enunciativa y no limitativa:

1.

TERCERA. De la inexistencia de Intermediarios. El trabajador declara que al inicio de la presente relación no intervino persona individual o jurídica alguna a la que pueda darse la calidad de intermediario y si así quisiera denunciarse en un futuro, con la sola presentación de este contrato en juicio o fuera de él será suficiente para separar o excluir a éstos o éste de cualquier reclamación formulada en su contra, lo cual acepta y ratifica en este acto el trabajador al firmar el presente contrato.

CUARTA: De la Jornada ordinaria de trabajo: La Jornada y horarios de trabajo bajo los cuales prestará sus servicios el trabajador serán los que correspondan al centro de trabajo y las funciones que se encuentre desempeñando los cuales, podrán ser modificados por El Patrono atendiendo a las necesidades de los servicios; siempre y cuando el patrono le comunique con la anticipación debida el cambio de la misma y respetando las jornadas legales establecidas para este tipo de contratos.

En todo caso, los horarios existentes a la presente fecha, dentro de los cuales el patrono podrá asignar al trabajador son los siguientes: **jornada ordinaria diurna de 8:00 am a 5:00 pm.** De igual forma, se le puede solicitar al Empleado que trabaje según los requisitos del cliente y el horario de trabajo del cliente.

QUINTA: Del salario y bonificación incentivo. Por los servicios que prestará el trabajador a favor del patrono se conviene entre las partes que el salario mensual que éste devengará será de _____ (_____); monto que no incluye la Bonificación Incentivo para Trabajadores del Sector Privado de **doscientos cincuenta quetzales exactos (Q. 250.00).**

Se conviene entre las partes que el pago de salarios y otras prestaciones de ley podrán ser efectuados mediante cheque, depósitos o transferencias bancarias en la o las cuentas bancarias que el trabajador tenga en los bancos del sistema, para lo cual el trabajador da su pleno consentimiento y

CLAUSES

FIRST. OF THE BEGINNING OF THE LABOR RELATIONSHIP. The parties declare that the labor relationship documented by this contract began / will begin on _____; in order that if an eventual termination of the contract occurs, that date will be considered for the payment of the corresponding benefits.

SECOND. EMPLOYEE DUTIES AND RESPONSIBILITIES. The parties agree that the **Employee** will provide the required services for the **Employer** as _____, in favor of _____. For that purpose, the parties expressly agree that the **Employee** will perform all the following activities inherent to the services required:

THIRD. OF THE INTERMEDIARY'S EXISTENCE. The Employee declares that, at the beginning of the present relationship, no individual or legal person intervened, who could be considered as an intermediary. And if he / she wants to denounce him in the future, by simply presenting this contract in court or outside of it, will be enough to separate or exclude them from any claim made against him. By signing this contract, the employee accepts and ratifies it.

FOURTH. WORKING HOURS. The working hours and hours under which the employee will provide their services, will be those that correspond to the workplace and the functions that he is performing, which may be modified by the Employer, as long as, the Employer notifies it and taking in consideration the legal days established for this type of contract.

In any case, the current schedules till the present date, within which the employer may assign the employee, are the following: **ordinary daytime hours from 8:00 a.m. to 5:00 p.m.** The Employee may be requested to work based on the client's requirements and the client's working schedule.

FIFTH. PAY AND EMPLOYEE BENEFITS. For the services that the employee will provide on behalf of the Employer, it is agreed between the parties that the monthly salary that he will earn _____ (_____); amount that not includes the Incentive Bonus of two hundred and fifty quetzales (Q250.00).





deberá proporcionar el número de cuenta que corresponda y la institución bancaria.

SEXTA. Del lugar de prestación de los servicios. El trabajador prestará sus servicios de manera remota, es decir, desde su residencia. Sin embargo, en forma eventual y en casos de necesidad justificada, previa notificación dada por el Patrono, el Trabajador podrá ser llamado a prestar servicios temporales en un lugar distinto al anterior, sin que esto signifique modificación a las condiciones de trabajo. De esto el trabajador desde ya da su consentimiento claro y expreso al firmar el presente contrato.

SÉPTIMA. Del período vacacional. El trabajador tendrá derecho a gozar de un período vacacional remunerado luego de un año de servicios continuos; dicho período será de quince (15) días hábiles.

A partir de hoy, la entidad _____ queda facultada a señalar al trabajador la época en que dentro de los sesenta (60) días siguientes a aquel en que se cumplió el año de servicios continuos debe gozar efectivamente de sus vacaciones. Las faltas injustificadas de asistencia al trabajo no se descontarán del período vacacional, salvo que se hayan pagado al trabajador. Para el cálculo del salario que el trabajador debe recibir con motivo de sus vacaciones, se seguirá lo ordenado en el artículo 134 del Código de Trabajo.

OCTAVA. Formas de terminar la relación de trabajo. El presente contrato podrá darse por terminado al concurrir cualquiera de los siguientes supuestos:

1. **Mutuo acuerdo.** En este caso el trabajador tendrá derecho únicamente a percibir sus prestaciones irrenunciables y algún eventual pago adicional que derive de ese acuerdo.
2. **Por renuncia del trabajador.** En este caso el trabajador tendrá derecho únicamente a percibir sus prestaciones irrenunciables.
3. **Por disposición unilateral del _____, SOCIEDAD ANÓNIMA** estará obligado al pago de prestaciones irrenunciables e indemnización si el trabajador fuera despedido injustamente. Si el trabajador es despedido por haber incurrido en causal justa que faculta para dar por terminada la relación laboral sin responsabilidad de su parte, el patrono quedará liberado de toda responsabilidad de pago de suma indemnizatoria.
4. **Por cualquiera de las formas que contempla la ley y el presente contrato.**

NOVENA. De la exclusividad, confidencialidad y no divulgación de secretos. El empleado prestará sus servicios bajo la dirección, subordinación y dependencia económica continuada de _____ comprometiéndose a cumplir las órdenes e instrucciones que se le den en relación a su

It is agreed between the parties that the payment of salaries and other legal benefits may be paid by check, deposits or bank transfers in the bank account or accounts that the Employee has in the banks of the system, for which the employee gives his full consent and must provide the corresponding account number and the banking institution.

SIXTH. WORKPLACE. The worker will provide his services remotely, meaning, from his residence. However, in an eventual situation and in cases of justified need, with previous notification given by the Employer, the Employee may be called to provide temporary services in a different place of the previous one, without this implying modification of the working conditions. From this the Employee already gives his clear and express consent by signing this contract.

SEVENTH. VACATION TIME. The Employee will have the right to enjoy a paid vacation, period after one year of continuous services; that period will be fifteen (15) days.

From now on, the entity _____ is authorized to indicate to the employee the time in which within the following sixty (60) days, to when he completes the year of continuous services, he must effectively enjoy his vacations. Unjustified absences from work will not be deducted from the vacation period unless they have been paid to the Employee. For the calculation of the salary that the employee must receive due to his vacations, it must be considered the article 134 of the Labor Code.

EIGHTH. WAYS OF ENDING LABOR RELATIONSHIP . This contract may be ended upon the occurrence of any of the following circumstances:

1. **Mutual Agreement.** In this case, the employee will have the right, only to perceive his labor benefits and some eventual additional payment, as result of this agreement.
2. **For the employee's resignation.** In this case, the employee will have the right to perceive just his labor benefits.
3. **For employer's unilateral disposition Por disposición unilateral del patrono.** In this case, the entity _____ will be forced to pay to the employee his labor benefits and compensation, in case of unjustified dismissal. If the employee is fired for a justified reason enough to end the labor relationship without any responsibility, the employer has the right to end the labor relationship without paying any compensation.
4. For any of the circumstances contained in the Labor Code and present contract.





trabajo contratado. En términos del artículo 18 del Código de Trabajo el empleado se compromete a no trabajar mientras dure la relación de trabajo para una empresa de igual o similar actividad a la de su patrono.

El trabajador guardará en estricto secreto las instrucciones que sobre capacitación y adiestramiento se le proporcionen, así como todas las estrategias e información de producción y mercado de la empresa o cualquier otro tipo de información confidencial de carácter administrativo o de producción que sea del conocimiento del trabajador.

Este compromiso de no divulgación de información tendrá efectos tanto “durante” la vigencia de la relación de trabajo como “al terminar” ésta. Si la divulgación de esa información o conocimientos confidenciales se hiciera “durante” la vigencia del contrato de trabajo, ese hecho constituirá causal adicional suficiente para dar por terminada la relación de trabajo sin responsabilidad atribuible al patrono, sin perjuicio de que este último inicie las acciones judiciales que correspondan a efecto de reparar el daño que causó la divulgación de esa información. Si la divulgación ocurre “luego de terminada la relación de trabajo” el patrono podrá iniciar las acciones que correspondan a efecto de lograr la reparación del daño y/o perjuicio causado.

Con relación a todo lo concerniente a la ejecución normal de las tareas del trabajador, éste tendrá permitido discutir asuntos con otros trabajadores que presten sus servicios a favor del patrono o trabajadores de la distinta clientela de estos últimos que se encuentren enterados de tales asuntos, incluso discusiones de información confidencial si así lo requiere el asunto.

Las Partes convienen en que para los efectos de este contrato se entenderá como “*secreto o información confidencial no divulgable*” cualquier tipo de información verbal o escrita que conozca el trabajador con motivo de la prestación de los servicios y que al divulgarse o utilizarlos para beneficios personales del trabajador o de terceros distintos al patrono, puede causar daños o perjuicios a este último, los representantes de éste, sus accionistas o los clientes o personas que se encuentren vinculados comercialmente con él.

DÉCIMA. Leyes aplicables a la relación. Las leyes aplicables a esta relación, tanto en materia sustantiva como procesal, serán las guatemaltecas, salvo que durante la vigencia del presente contrato se acordare entre las partes que el trabajador preste sus servicios en forma definitiva y no transitoria fuera de este territorio. En este último evento las leyes sustantivas y procesales a aplicar a esta relación de trabajo serán las vigentes en el país o localidad de que se trate.

NINTH. CONFIDENTIALITY. The employee will provide his services under the direction, subordination and continued economic dependence of _____, committing himself to obey the orders and instructions that are given in relation to his contract. In terms of article 18 of the Labor Code, the Employee must not work for any company with the same or similar activity, for the lapse of the labor relationship.

The Employee will keep in strict secret the provided instructions on training, as well as all the strategies and information of production and market of the company or any other type of confidential information of an administrative or production nature that is known to the Employee.

This commitment of not disclosure information will have effects both in "during" the term of the labor relationship and "at the end" of it. If the disclosure of that information or confidential knowledge is made "during" the lapse of the contract, that event will constitute sufficient cause to end the labor relationship without responsibility attributable to the employer, without prejudice to the employer by initiating the judicial actions corresponding to the effect of repairing the damage caused by the disclosure of that information. If the disclosure occurs "after the labor relationship has ended," the employer may initiate the corresponding judicial actions in order to achieve reparation for the damage and / or prejudice caused.

In relation to everything concern of the normal execution of the employee's tasks, the Employee will be allowed to discuss matters with other employees who provide their services on behalf of the employer or employees from the different customers who are aware of such matters, including discussions of confidential information if required by the matter.

The parties agree that for the purposes of this contract, “secret or confidential information that cannot be disclosed” will be understood as any type of verbal or written information that the worker knows on the occasion of the provision of services and that when disclosed or used for personal benefits of the employee or of third parties other than the employer, may cause damages to the latter, the latter's representatives, its shareholders or the clients or people who are commercially linked with it.

TENTH. Governing Law. The applicable laws to this relationship, both in substantive and procedural matters, will be those of Guatemala, unless during the term of this contract it is agreed between the parties that the worker provides his services in a definitive and non-transitory way outside this territory. In this last event, the applicable laws to this labor relationship will be those in rule in the country or locality in question.





DÉCIMA PRIMERA: Propiedad de los derechos: Salvo que se acuerde expresamente lo contrario por escrito, todos los derechos sobre ideas, invenciones, códigos y otros trabajos tangibles que resulten de la prestación de los Servicios serán propiedad de _____. Todos los resultados que consistan en trabajos originales de autoría (incluido el software) se considerarán "trabajos realizados por encargo" de los cuales _____ se considerará el autor según las leyes de derechos de autor de Guatemala.

DÉCIMA PRIMERA. Modificaciones al contrato de Trabajo. El Patrono y el Trabajador, por este medio convienen que en cualquier momento podrán, de mutuo acuerdo modificar las condiciones de trabajo pactadas entre ambos, apoyados para ello en los términos relacionados en el artículo 20 del Código de Trabajo. Será innecesario documentar cualquier cambio de condición que mejore las condiciones previstas en este contrato.

DECIMA SEGUNDA: No competencia: Durante la prestación de los Servicios, y durante un período de un año después de la finalización de los Servicios, el Empleado no solicitará ni aceptará trabajo del Cliente para el cual se prestaron los Servicios. Además, el Empleado se compromete a no explotar ninguna oportunidad comercial prospectiva que _____ le presente al Empleado, salvo de conformidad con este Acuerdo. En el caso de que el Empleado preste servicios para un Cliente o posible Cliente en violación de las prohibiciones anteriores, el Empleado acepta pagar a _____ una tarifa de búsqueda del 20% de las tarifas brutas recibidas por el Empleado por dichos servicios. El empleado solo puede ser liberado de tales prohibiciones de realizar servicios si paga a _____ una tarifa que será negociada por las partes bajo un acuerdo separado.

El Empleado acepta que tras la terminación de este Acuerdo, las obligaciones del Empleado en virtud de las Cláusulas (Propiedad de los Derechos y Confidencialidad) continuarán.

DÉCIMA SEGUNDA. Aceptación. Ambas partes, en la calidad con que actúan declaran que están de acuerdo con todas y cada una de las cláusulas y condiciones que se desarrollan en el presente contrato y lo suscriben: a) por una parte, el señor _____ en representación de la entidad _____ a los _____ días del mes de _____ del año dos mil veintiuno y; b) el señor _____, en la ciudad de Guatemala a los _____ días del mes de _____ del año dos mil veintiuno, quedando contenido el presente contrato en dos hojas útiles en su anverso y reverso, las cuales firmamos y sellamos. El presente contrato se suscribe en tres copias, uno para el trabajador, una para la parte patronal y otro para hacer

ELEVENTH. Ownership Of Rights : Except as otherwise expressly agreed in writing, all rights in and to ideas, inventions, code and other tangible work resulting from the performance of Services shall be the property of _____. All such results consisting of original works of authorship (including software) shall be deemed to be "works made for hire" of which _____ shall be deemed the author under Guatemalan copyright laws.

TWELFTH Non-Compete/Non-Solicit : During the performance of Services, and for a period of one year after the completion of Services, the Employee will not solicit or accept work from the Client for which the Services were performed. In addition, Employee agrees not to exploit any prospective business opportunity to which Employee is introduced by _____, other than pursuant to this Agreement. In the event that Employee performs services for a Client or prospective Client in violation of the foregoing prohibitions, Employee agrees to pay _____ a finder's fee of 20% of the gross fees received by Employee for such services. Employee may only be released from such prohibitions against performing services upon payment to _____ of a fee to be negotiated by the parties under a separate agreement.

Employee agrees that upon termination of this Agreement, Employee's obligations under Clauses (Ownership of Rights & Confidentiality) will survive and continue.

THIRTEEN. MODIFICATIONS TO THE CONTRACT. The Employer and the Employee hereby agree that at any time they may, by mutual agreement, modify the labor conditions agreed upon between them, supported by the terms related in article 20 of the Labor Code. It will be unnecessary to document any change in condition that improves the conditions provided in this contract.

FOURTEEN. ACCEPTANCE. Both parties, accept the present contract, expressly stating that we have read it in full, that we are well informed of its object, content, validity, and legal effects: a) _____ in representation of _____ signed in the city of _____, the day July ____, 2021 and b) Mr. _____ signed in the city of _____, the day July ____, 2021, we ratify it, accept, and sign it, in three original copies, leaving a copy to each party and one for Departamento Administrativo de Trabajo del Ministerio de Trabajo y Previsión Social.





<p>llegar al Departamento Administrativo de Trabajo del Ministerio de Trabajo y Previsión Social.</p>	
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XXXXXX
EL TRABAJADOR

XXXXXX
EL PATRONO





APPENDIX B

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “**Agreement**”) is made by and between [ORGANIZATION NAME], a nonprofit corporation organized under the laws of the State of _____, and [CONTRACTOR’S FULL NAME], [an individual residing in Guatemala, Guatemala], (“**Contractor**”), (collectively, the “**Parties**”).

Mr. _____ points out in the capacity with which he acts, that the COMPANY is a company dedicated to the provision of _____ services . Said activities require that the entity have the possibility of making inquiries, receiving advice and technical support from various professionals who, in the development of their profession, have experience in the field of business activity.

The CONTRACTOR, indicates that he has the necessary capacity and experience to advise and provide support to the COMPANY, specifically in the _____ area , backed by his previous professional development. Therefore, based on such extremes, the parties agree to celebrate,

Services Contractor will be completing under this Agreement will be completed in [Guatemala].

1. **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.
2. **Compensation**. In consideration of the Services rendered hereunder, upon receipt of Contractor’s invoice, pending [ORGANIZATION NAME], _____. Payments will be made to the Contractor as set forth in the Budget and Disbursement Details.
3. **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.
4. **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.
5. **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.
6. **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.

7. **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.
- 8. **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.
- 9. **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].
- 10. **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.
- 11. **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

ADDRESS

[ADDRESS]

[PHONE NUMBER AND EMAIL]

[PHONE NUMBER AND EMAIL]

- 12. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter of this Agreement.
- 13. **No Assignment.** This Agreement may not be transferred or assigned to any other party without the express written permission of the other parties hereto.
- 14. **Amendments.** Any material changes to this Agreement will be discussed by the Parties, confirmed in writing, and attached as an addendum to this Agreement.
- 15. **Counterparts and Facsimiles.** The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission or electronic scan, and facsimile or electronic scan copies of executed signature pages shall be binding as originals.





[Signatures appear below]

Contractor

[ORGANIZATION NAME]

By: _____

By: _____

[CONSULTANT NAME]

[ORGANIZATION'S REPRESENTATIVE NAME]

Consultant

Chief Financial Officer

d/b/a

Date:

Date:





For more information please visit pilnet.org