



**Global Employment  
Compass  
Chile**

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# 1. Summary of applicable rights for different categories of workers

In the following link you will find answers (in Spanish) to the main questions regarding different labor issues: <https://www.dt.gob.cl/portal/1628/w3-channel.html>.

In the following links you will find information (in Spanish) about non-profit organizations in Chile:

- <https://probono.cl/wp-content/uploads/2021/08/Manual-de-constitucion-de-fundaciones-y-corporaciones.pdf>
- [https://www.sii.cl/contribuyentes/actividades\\_especiales/organizaciones\\_sin\\_fines\\_de\\_lucro.pdf](https://www.sii.cl/contribuyentes/actividades_especiales/organizaciones_sin_fines_de_lucro.pdf)

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



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

### a. Employees

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#### *Definition of an employee*

Any natural person who renders personal intellectual or material services under dependence and/or subordination to an employment agreement.

### 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?**

Employment contracts may be indefinite or for a fixed term. They can be for a work or a task working for part-time or full-time. In addition, there are agreements with special regulations e.g., farm employees, ship or cabin crew members, domestic help, sportsmen, telephone operators, employees of digital service platforms, etc.

There is no special type of agreement for employees who work in non-profit organizations.

#### **What are the key terms of employment contracts?**

Article 10 of the Labor Code states every employment agreement must contain at least the following stipulations:

- i. Place and date of the agreement.
- ii. Individualization of the parties, indicating nationality, domicile, e-mail address (personal, not institutional, in the case of the employee), date of birth and date of entry to work.
- iii. Nature of the services, place where they are to be rendered and a description of their duties, with two or more specific functions (alternative or complementary).





- iv. The terms of payment: amount, form and period of payment of remuneration (at maximum 1-month intervals).
- v. Distribution and duration of the working day, unless there is a shift system.
- vi. Term or duration of the contract.
- vii. Other agreements agreed upon by the parties (such as the benefits in cash or in kind to be provided by the employer).

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

In Chile there are no probation periods for employees (except two weeks for domestic employees).

In the absence of a legally defined trial period, an alternative solution is to first hire the employee for a fixed-term. In this case, the contract's term can be renewed but cannot exceed one year, or two years in the case of managers, professionals, and technicians. It has been advised that if the employee continues rendering services for the same employer after the contract term's expiration, it will automatically become indefinite.

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

Yes, they are permissible. A fixed-term contract may not exceed one year. In the case of managers or persons who have a professional or technical degree granted or recognized by an institution of higher education of the state, the duration of the contract may not exceed two years.

In case the employee continues to provide services with the knowledge of the employer after the expiration of the term, the contract then turns it into an indefinite term contract. The same effect will have a second renewal of a fixed-term contract.

The employee who has provided discontinuous services under more than two fixed-term contracts for twelve months or more in a period of fifteen months, counted from the first hiring, will be legally presumed to have been hired for an indefinite term.

**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.)?**

Even though the employment agreements are consensual, it is the employer's duty to have it in writing and signed by both parties in two copies, one to be kept by the employer and the employee. The signature of the contract can be verified in person or electronically, without any other formalities.

The employer must also register the employment agreement at the Labor Department website within 15 days of their execution, under penalty of fines issued by that institution and the risk to be understood as true the provisions of the agreement indicated by the employee.

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

Not necessarily, the employer must put the employment agreement in writing and register it with the Labor Department website within 15 days after the employee begins to render services, under the sanctions mentioned in the previous question. In the case of contracts for a specific work, job or service, or for less than 30 days, the term for writing the contract is 5 days since the incorporation of the employee.

Since employment contracts are consensual, it will be understood that the contract is in force from the moment the services are factually start, considering that under local law there is a primacy of reality.

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





Please 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 such obligation. In fact, the request of a criminal record certificate to a candidate could only be made if it is indispensable for the position, because it is considered a key quality to perform the job (for example, employees whose main and direct function is the care and attention of children). The legal basis of this certificate may be requested only exceptionally is related to the employee's right not to be subject to arbitrary discrimination, whose normative support is found in Article 2, final paragraph of the Labor Code and Article 19 no.16 of the Constitution of the Republic.

**Can employers request references from former employers for new hires?**

Yes, there is no legal impediment to this effect, nor is there an obligation for previous employers to respond. Notwithstanding the fact that it is a common practice in Chile.

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

There is no legal obligation for the employer to create a body to represent the employees. However, employees have the right to form unions to represent them, which must be respected by the employer and any impediment, restriction or violation in this regard is considered a serious offense that can be the basis for a lawsuit for the protection of fundamental rights.

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

Yes, collective agreements are possible under law, and these are binding between the employer and the respective union or employees' group. There is neither branch or sectoral collective negotiation in Chile nor mandatory negotiations, although it is possible to create inter-company unions, federations and confederations (whose purpose is to provide assistance to the unions), and centrals (organizations representing the general interests of the employees that integrate them).

## 2 Conditions of employment

**What is the minimum age requirement for employment?**

Any person over 18 years of age may be freely hired to provide services. In order to hire adolescents of working age (from 15 to 17 years old), special requirements must be met (the services must be qualified as protected adolescent work):

- i. authorization must be obtained from the parents or guardians;
- ii. proof must be provided that they have completed their secondary education or that they are attending secondary or basic education, as appropriate;
- iii. the working week may not exceed 30 hours and must be distributed in a maximum of 6 days, with a maximum of 6 hours per day during the school period and 8 hours per day during the interruption of the school year;
- iv. the employer must take the corresponding measures to protect the health and integrity of adolescent employees;
- v. overtime is not allowed; and
- vi. the Local Childhood Office must be informed of the hiring.

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

The hiring of persons under 14 years of age is prohibited, except when their services are hired to participate in theatre, cinema, radio, television, circus or other similar activities and the requirements for the hiring of adolescents of working age are complied with and authorization is obtained from the competent Family Court.





## Wages

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

The current minimum wage in Chile is CLP \$460,000 (USD 500 approx.), but as of July 1, 2024, it will be CLP\$500,000 (USD 540 approx.). For employees under 18 years of age, the minimum monthly wage is CLP \$343,150 (USD 370 approx.).

The law N° 21.578 stated an automatic readjustment of the minimum monthly wage according to the Consumer Price Index (CPI) between July and December 2024, which will be applied as of January 1, 2025.

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

There are no warrant conditions of pay raise under local law.

Overtime (more than the normal working hours), the corresponding additional salary must be paid together with the monthly remuneration with an additional 50% of salary.

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

Remuneration may be paid per unit of time (weekly, biweekly, monthly, etc.) or on completion of work, but in no case, it can exceed one month.

Remuneration shall be paid on a working day between Monday and Friday, at the place where the services are rendered (if applicable) within one hour after the end of the working day, unless otherwise agreed (i.e. money transfer).

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

As a general rule, public holidays (e.g., religious holidays) and Sundays are paid and not worked. However, there are some exceptions that allow some employees to work on Sundays and holidays.

### **Are employers obliged to provide employees with annual leave?**

Yes, every employee with one year of service is entitled to 15 working days per year with full pay (3 weeks), which may be accumulated for a maximum of two periods. This holiday cannot be compensated in money.

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

Yes, they are. Otherwise, the employer is subject to penalties.

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

Overtime is permitted when necessary to prevent damage to the normal operation of the plant or operation, when force majeure or unforeseeable circumstances occur, or when accidents must be prevented or repairs must be made to machinery or installations that cannot be postponed, or to attend to the needs or temporary situations of the company. This may be agreed for a maximum of two hours per day and shall be paid with a addition of 50% over the salary agreed for the ordinary working day and must be settled and paid together with the ordinary remunerations.

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

No, the payment of remuneration is a fundamental obligation of the employer, and the form or periods of payment may only be modified with the express consent of the employee and in no case may there be more than 30 days between the payment of one remuneration and the subsequent one.





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

It is not mandatory.

### **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?**

Yes, all employees, regardless of the cause of dismissal invoked, are entitled to compensatory payment of the legal vacations untaken.

In case of dismissal due to "business needs" legal cause or "written dismissal by the employer" in case of lack of notice, a severance must be paid in lieu of notice, equivalent to a gross monthly remuneration. Also, in case of use of these dismissal causes, a severance payment for years of service must be paid, equivalent to a gross monthly remuneration for each year of service (or fraction of 6 months) rendered in the company with a maximum of 11 years.

### **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?**

It is understood that the full-time workday is 45 hours per week (in process of reduction to 40 hours by the year 2028) and distributed between 5 and 6 days, not exceeding a maximum of 10 hours of work per day.

A part-time working day is no more than two thirds of the full-time working day.

#### **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?**

May 1st, September 18th and 19th, December 25th and January 1st of each year will be mandatory holidays for all employees in commerce, except for those working in clubs, restaurants, entertainment establishments, such as cinemas, live shows, discotheques, pubs, cabarets, commercial premises in public civil airfields and airports, gambling casinos and other legally authorized gambling places. It shall also not be applicable to fuel dispensers, emergency pharmacies and pharmacies that must comply with shifts set by the health authority. Convenience stores associated with fuel sales establishments may serve the public to the extent that the activity of direct sale of the products offered therein coexists with the preparation and sale of prepared food, which may be consumed by the customer on the premises. The employees who are exempted from the breaks mentioned therein, will be entitled to such holidays at least once every two years with respect to the same employer, being able to agree with the latter the rotation of the personnel necessary for this purpose.

Others leaves:

In the event of the death of a child, every employee shall be entitled to 10 calendar days of paid permit, in addition to the legal vacations to which the employee is entitled to, regardless of the length of service. In the event of death of the spouse or civil partner, every employee will be entitled to 7 calendar days of paid leave.

The same leave will apply for 7 working days in the case of the death of an unborn child.

In the case of death of a sibling, father or mother of the employee, such leave shall be extended for 4 working days.

These leaves will be effective as of the day of the respective death. However, in the case of a fetal death of an unborn child, the leave will come into force from the moment the death is evidenced by the respective fetal death certificate.

In case of marriage or civil union, every employee shall be entitled to 5 continuous working days of paid leave, in addition to the annual holiday. This leave may be used, at the employee's option, on







the day of the marriage and on the days immediately before or after the marriage.

In the event that the employee is the father, mother or legal guardian of a minor duly diagnosed with autism spectrum disorder, they will be entitled to attend emergencies regarding their integrity in the educational establishments in which they attend kindergarten, elementary or high school. The time that this employee spends attending to these emergencies will be considered as work for all legal effects.

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

No, they are not.

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

Yes, they do.

**Social security**

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

The employer must deduct from the employee's remuneration:

- i. social security contribution,
- ii. health contributions,
- iii. the percentage corresponding to the Disability and Survivorship Insurance and
- iv. for accidents at work that are paid to a mutual insurance company.

**Are employers obliged to provide health insurance to their employees?**

They must pay the corresponding health contributions to the relevant institution chosen by each employee.

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

No, once the corresponding indemnities have been paid and the relevant settlement has been signed, the employer has no further obligations to the employee. Notwithstanding, the employee may assert his severance insurance or something else may be agreed upon.

**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?**

Chile provides a public and private medical system for employees including preventive and curative health care. The preventive medical service provides for periodic medical checks. When employees are found to suffer a specific illness, they are granted sick leave. During periods of sick leave, the employer cannot terminate the employment contract without cause, but the medical system pays the salary starting on the fourth day of illness or the first day in case of leaves exceeding 10 days. A monthly cap applies. This system is funded through employees' contributions.

**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. Female employees are entitled to 6 weeks leave before (prenatal leave) and 12 weeks after (postnatal leave) the birth of a child, on full pay (which is made by the Social Security system and not by the employer). In addition, women cannot be dismissed during pregnancy and for a period





of one year as from the end of the postnatal leave, other than with prior authorization of a labor court.

Additionally, there is a supplementary permit named parental leave that provides 12 weeks permit after the end of the postnatal leave, on full pay. The entitled parent may choose to return to her job in a part time schedule, in which case the parental permit and subsidy is extended to 18 weeks with half payment.

**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?**

The father who has a current employment agreement is entitled to a paid leave of 5 days after the birth of his child, which can be used continuously from the moment of birth or distributed during the first month from the date of birth.

Additionally, is applicable the supplementary permit named parental leave, but it must be exercised jointly with the mother, it is not a separate permit for each.

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

There is a mandatory insurance for accidents or professional illnesses that provides for medical and dental attention, hospitalization, and medicine as well as indemnities (depending on the type of disabilities suffered) and related expenses.

The benefits under the insurance are financed by contributions paid by the employer. There are two types of contributions:

- (i) Basic contribution: this is paid by the employer entities and corresponds to 0.90% of each employee's remuneration or taxable income.
- (ii) Differentiated additional contribution: this is the rate payable by the employer entities and independent employees, associated with the risk of their main economic activity or their effective risk, in the case of employers subject to an effective accident rate assessment.

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

There is no statutory retirement benefits from the employer.

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

The Internal Rules of Order, Hygiene and Safety must include the procedure for complaints of sexual harassment/labor harassment and the respective investigation, and the procedure to be followed in cases of claims of discrimination in remuneration. There is a legal duty of confidentiality and the principles of due process that must be respected (deadlines, bilaterality, etc.).

### **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)**

The employer is obliged to take all necessary measures to effectively protect the life and health of employees, informing them of possible risks and maintaining adequate conditions of hygiene and safety at work, as well as the necessary equipment to prevent accidents and occupational diseases.

It must also provide or guarantee the necessary elements so that employees can have access to timely and adequate medical, hospital and pharmaceutical care in the event of an accident or emergency.





**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.)**

There is a legal prohibition to make distinctions, exclusions or preferences based on race, sex, maternity, age, marital status, religion, politics, nationality, economic situation, sexual orientation, gender identity, disability, etc. that have the purpose to alter the equality of opportunities and treatment in employment. The law also forbids discrimination on the basis of pregnancy, HIV/AIDS or maternity, breastfeeding amongst the prohibited grounds of employment discrimination. Likewise, the Internal Rules of Order, Hygiene and Safety must include the procedure to be followed in cases of claims of discrimination in remuneration.

However, distinctions, exclusions or preferences based on the qualifications required for a particular job are not considered acts of discrimination.

On the other hand, there is an obligation for companies with 100 or more employees to hire or maintain at least 1% of employees with disabilities or who are recipients of a disability pension under any provisional regime, in relation to the total number of their employees.

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

There is no legal obligation, but it is legally possible and advisable.

**Is there a requirement to have a data protection policy?**

There is a legal obligation for the employer to maintain confidentiality of all information and private data of the employee to which he/she has access during the employment relationship.

In addition, there is a law concerning the protection of privacy that regulates the processing of personal data (focused on companies and organizations involved in this field).

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

No, there is no legal obligation.

## 4 Tax

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

Employee remunerations are subject to a monthly Second Category Income tax, which is calculated based on a progressive tax scale and is deducted by the employer. This tax must be pay to the Treasury within the first 12 days of the month following the deduction through Form N° 29.

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

If an employee solely earns income under their employment contract, the Second Category tax is deducted by the employer, and the employee is not required to file monthly or yearly tax returns. However, if the employee earns additional income from sources within Chile or abroad, such as rentals or portfolio income, they must still file a yearly tax return, even though the Second Category tax is deducted by the employer.

If the employer is a foreign company with no residence or domicile in Chile, the employee is responsible for declaring and paying the Second Category Tax imposed on their remuneration.





## 5 Remote work

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

There would be no legal impediment for an employer with domicile and residence abroad to enter into an employment agreement with a Chilean employee to be executed in Chile, notwithstanding the fact that the employer must appoint an agent or representative in the country, with sufficient authority and faculties, for eventual liabilities and duties that such agreement may entail, in view of the requirements of the labor and social security legislation.

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

The place of rendering of services for the remote work is the one determined by the parties, being able to be the domicile of the employee or another determined place. If the services, by their nature, can be rendered in different places, it may be agreed that the employee freely chooses the place where he/she will perform his/her duties.

To determine whether there is a remote work or teleworking agreement, what is relevant is that the services are rendered in physical spaces other than the company's establishments.

In any case, the employer is responsible for providing the equipment, tools and materials for remote work or teleworking, including personal protection elements. Likewise, the costs of operation, functioning, maintenance and repair of the equipment will always be assumed by the employer, and the employee cannot be obliged to use equipment owned by him/her.

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

In the event that the services are rendered in Chile, the same rules of the Labor Code apply. In case the services are rendered from abroad, a labor and tax examination must be made on a case to case basis under the application of the territoriality of the law as well as international agreements.

It must be required whether there will be a working day (and how this working day will be controlled remotely with a remote registration system duly authorized by the Labor Department) or whether the employee will be exempted from the working day limitation, due to the nature of the functions he/she performs. In the latter, the employee's right to disconnect is required, which consists in a continuous period of 12 hours of disconnection in a period of 24 hours.

It must be required whether the remote work modality is agreed indefinitely or for a determined period. If it is agreed after the agreement, any of the parties may unilaterally return to the conditions originally agreed in the employment agreement prior written notice to the other party at least 30 days in advance.

It must be required whether this modality will be agreed in full or in part. This means that it is possible to combine on-site work with remote work. The alternative combination that each employee may opt for must be communicated at least one week in advance.

The Employer must inform in writing about the risks involved in their work, preventive measures and the correct means of work in this particular case, in accordance with current regulations. The employer must also provide training on the main health and safety measures that must be considered to carry out the functions to be performed. The employer must also inform within 10 days (from receipt of the communication referred to in Article 225 of the Labor Code) if a union is formed.





## 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?**

It is not a requirement, however it may be possible.

Prior to the start of the judicial action, a claim must have been filed before the corresponding Labor Inspection, which must summon the parties to a hearing. The purpose of this procedure is to obtain a definitive agreement that fully satisfies the parties involved and avoids going to court when the labor relationship has been terminated.

### Resignation

#### **What grounds do employees have for resignation?**

They may resign freely in written form by sending a letter, or personally with 30 days in advance. If the letter ratified before a minister of faith (Labor Department of public notary), the employee cannot withdraw it and the employer can deem it as valid and effective. The voluntary resignation of the employee with less than 30 days' notice is not sanctioned by the Labor Code. However, if the employer considers that the employee's unexpected resignation causes them economic or any other kind of prejudice, they may file a claim in the civil courts for compensation. Also, the fact that the employee has given less than 30 days' notice of resignation does not entitle the employer to withhold from the final payment any amount as indemnity for the days of notice that are missing to complete the 30 days referred to above, notwithstanding the right to demand an eventual prejudice if applicable, in accordance with the aforementioned.

In case of serious breaches of the employment agreement by the employer, as such as non-payment of salary, payment of wages more than 30 days apart, failure to pay or incorrect or incomplete payment of social security contributions, non-compliance with health and safety regulations, etc., employees are entitled to dismiss themselves and claim the corresponding benefits and indemnities.

### Termination

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

- (a) Objective causes for termination of the employment agreement
  - Mutual agreement.
  - Resignation.
  - Death of the Employee.
  - Expiration of the Term.
  - Conclusion of the work.
  - Fortuitous Event or Force Majeure.
- (b) Economic causes for termination of the employment agreement
  - Company's needs. The legal definition of Company's Needs is: "those resulting from the rationalization or modernization of services, decreases in productivity, changes in market or economic conditions, which make it necessary to dismiss one or more employees."
  - Employer's written dismissal ("desahucio").
  - Bankruptcy liquidation proceedings.
- (c) Guilty causes for termination of the employment agreement
  - Misconduct of a serious nature such as lack of probity; sexual or labor (mobbing) harassment; immoral conduct.
  - Negotiations carried out by the employee within the line of business and prohibited in writing in the respective contract by the employer.





- Non-attendance of the employee at work without a justified cause:
  - for two consecutive days,
  - two Mondays in a month, or
  - a total of three days during the same period.

Likewise, the unjustified absence, or without prior notice, of an employee who is in charge of an activity, task or machine whose abandonment or stoppage means a serious disturbance in the progress of the work.

- Abandonment of work by the employee, understood as:
  - The untimely and unjustified leaving of the employee from the work site and during working hours, without the permission of the employer.
  - The refusal to work without just cause in the jobs agreed upon in the contract.
- Acts, omissions or imprudence that affect the safety or operation of the establishment, of the employees, or their health.
- Material damage intentionally caused to the installations, machinery, tools, products or merchandise.
- Serious breach of the obligations imposed by the contract.

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

For objective grounds there are no further formalities. In the case of economic grounds, the employer must send a letter informing the ending of the labor relationship and its reasons. Also, they entitle the employee to a severance for years of services (equal to one month's remuneration for each year or fraction thereof over 6 months, with a limit of 11 years) and severance in lieu of notice worth equal to a month salary, if the 30 days' notice is not given. The severance calculation basis provides that the basic monthly remuneration cannot exceed a maximum of 90 "Unidades de Fomento" (approximately US\$3,500). Please note that both the 11 years cap and the last one may be waived by the parties.

Regarding termination with cause, it is necessary to handle a letter informing the end of the contract and the reasons on which it is based, but no legal severances are required.

Social security contributions payment should be up to date at the time of termination, failure to comply will make the termination null. Consequently, the employer could be forced to pay the remuneration and other payments established in the labor contract to the employee until these social security contributions are finally duly paid.

Labor release settlement agreements along with any termination payment must be made available to the employee within 10 workdays after the separation.

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

The company will be civilly liable for damages caused by its employees (non-contractual liability), without prejudice to the possibility of sanctioning or reimbursing, as appropriate, against the employee whose breach has caused damage or harm to third parties.





## b. Independent contractors/consultants\*

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#### *Definition of an independent contractor/consultant*

These contracts have civil and no labor nature and are regulated by article 2006, 1998, 1999 and 2002 of the Civil Code. It is understood as a lease of immaterial services, or where intelligence predominates over manual labor. According to Article 3 of the Labor Code, an independent contractor or consultant is a person who in the exercise of an activity does not depend on any employer and does not have employees under his dependence.

*\* 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?**

In general, the rendering of services is not regulated in our legislation, so it is up to the parties to determinate the terms of the contract.

#### **What are the main elements of consultant agreements?**

1. Provision of a service: One of the parties must undertake to provide a service to the other party, who is determined and limited by the contract, which may be any service, provided that it is not contrary to the law, public order and good customs.
2. Payment of fees: Corresponds to the payment made by one of the contracting parties in favor of the other, as consideration for the service rendered. It shall be determined by the contracting parties. If no price has been fixed, it shall be presumed that the parties have agreed on the price ordinarily paid for the same kind of work, and in the absence thereof, on the price deemed equitable in the opinion of experts.

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

The parties could agree on it.





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

Since the service provision agreement is not regulated and the parties are free to agree on terms, they could agree on a fixed term. There is no restriction in such aspect.

**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.)?**

There are no signatory requirements. Therefore, there is no legal obligation to subscribe them in writing although it is recommended for evidentiary purposes, and they could 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?**

it is not mandatory but advisable.

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

Please see the 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 such as asking for criminal record checks (since it is not a type of contract highly regulated in our legislation), however, following a proper interpretation of the constitutional rights, a criminal record certificate could only be requested as a requirement for admission to a particular job, when it is absolutely indispensable, considering that in such job the quality of the person with a criminal record is part of the suitability and personal capacity to perform it.

## 2 Conditions of work for consultants

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

As a general rule in Chile, people under 18 years of age are not allowed to work and do not have the legal capacity to sign legal documents. In case it is necessary to hire their services, the requirements set forth by specific legislation must be complied with. For example, the Labor Code expressly governs the hiring of minors and sets out in detail the rules that must be complied with regarding the type of work, the authorization of those in charge of them and the safeguards to be observed by the employer.

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

It is not necessary to obtain a license or any work permit to work, because the service provision agreement is not regulated by law and will depend on the type of service that is contracted. However, the parties are free to agree on terms, so they could state that a special license is essential to provide the services.

There are jobs for which a professional degree or special permit is required. For example, if you want to enter into a contract for the provision of services for the defense in a lawsuit, you will need to hire a lawyer. Similarly, if you need to execute a services agreement for the provision of transportation services with a driver, the latter will must have a driver's license. Thus, the need for a license or certificate will be necessary or not depending on the type of service, case by case. There is no general legal rule in this regard.







## Payment

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

There is no minimum pay requirements.

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

There is no minimum pay requirements.

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

No, there is none.

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

No, there is no requirement.

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

No, there is no obligation to compensate overtime.

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

No, they are not.

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

No, they are not.

## Working hours

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

There is no entitlement to leaves, either paid or unpaid.

## 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?**

The end user engager does neither need to make any social security contributions nor provide a health insurance.

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

Independent contractors are entitled to unemployment insurance (paid along with the yearly tax declaration) and there is no statutory payment from the end user engager.

### **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?**

There are no special provisions that entitle consultants to sick leave from the end user engager.





However, with the payment of social security contributions made by the service provider in its annual income tax return, it is possible to pay in cash for medical leave. To calculate the subsidy in this case, the medical leaves granted since July of each year, whether of common origin or maternity leave, must be considered and the annual taxable income for which contributions were made in the income tax return, divided by 12 months, must be considered as the basis for calculation.

**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?**

There is no maternity leave payment from the end user engager.

However, with the payment of social security contributions made by the service provider in its annual income tax return, it is possible to pay in cash for medical leave. To calculate the subsidy in this case, the medical leaves granted since July of each year, whether of common origin or maternity leave, must be considered and the annual taxable income for which contributions were made in the income tax return, divided by 12 months, must be considered as the basis for calculation.

**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?**

There is no paternity leave payment from the end user engager.

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

No, there is no mandatory requirement.

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

No, contractors are not entitled to retirement benefits from the end user.

### 3 Safe and supportive work environment

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

The terms of the employees do not apply to them, since it is a civil regulation and depends on what the parties have agreed.

### 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?**

End users are not necessarily required to have a registered legal entity in the jurisdiction in order to hire independent contractors/consultants.

### 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?**

It may be terminated for any reason agreed by the parties.





## **Termination of agreement**

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

Service provision agreement could be terminated for reasons such as the death of one of the parties, the expiration of the agreed term or the advance notice of termination of the contract (as per the rules of the service lease contract).

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

If expressly agreed by the parties, the type of liability agreed will apply. If they have not agreed any type of liability, the diligence and care that men ordinarily employ in their ordinary business will be required. Only the objective contractual civil liability will be enforceable as soon as it is proven that there was fault or fraud of the plaintiff.





## c. Volunteers

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3 Safe and supportive work environment .....	20
4 Tax .....	20
5 What to do when things go wrong .....	20

#### *Definition of a volunteer*

There is no definition in our current legislation.

### 1 Contracts

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

Article 20 of Law No. 20,500 requires that "*persons interested in volunteering in public interest organizations, whether or not they are members, shall have the right to a written record of the commitment they assume with such organizations, which shall state the description of the activities that the volunteer undertakes to perform, including the duration and schedule of these, the free nature of such services, and the training or education that the volunteer has or requires for its fulfillment. In carrying out the activities to which they are committed, the volunteer must respect the purposes of the organization and refuse any remuneration in return. At the request of the interested party, the organization shall certify their status as a volunteer, the activity carried out and the training received*".

### 2 Conditions of employment

#### **Is there a minimum age requirement for volunteers?**

It is not regulated under our legislation.

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

It is not regulated under our legislation.

#### **Payments and reimbursement**

#### **Are organizations allowed to pay stipends to volunteers?**

It is not regulated under our legislation.

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

It is not regulated under our legislation.





## **Working hours**

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

No.

**Are volunteers entitled to any type of leave?**

No.

## **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?**

It is not regulated under our legislation.

## **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?**

It is not regulated.

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

There should be no risk, since there is no contractual link, and the organization will not make any payment or provide any type of consideration.





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

### Section Contents

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5 What to do when things go wrong? .....	23

### 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.)**

No, employers are not obliged to guarantee the immigration status. However, from a migratory point of view, individuals, employers who hire foreigners without a work permit or a temporary residence are exposed to fines depending on the size of the company: micro companies could be fined 1 to 20 UTM; small companies with fines of 10 to 40 UTM; medium companies with fines of 30 to 100 UTM and large companies could be fined 60 to 200 UTM. These fines will be applied for each foreigner hired under the aforementioned conditions. It should be noted that 1 UTM is equivalent to approximately USD 70.

From the labor point of view, even if the employee renders services without a migratory authorization from the National Migratory Service, the employer must comply with its labor and social security obligations, which of course also includes complying with the obligations associated with eventual accidents that the foreigner may suffer while rendering services.

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

The employers are obliged to do so, since immigration regulations require that all foreigners who come to provide paid services in Chile must have a temporary residence or a work permit that enables them to provide services.

#### **Is it always necessary to obtain a work permit?**

Indeed. Under migratory current legislation, holders of a transitory permanence cannot perform remunerated activities in Chile. However, a foreigner could work if he has a work permit approved by the Immigration Service (that may not exceed 90 days). The application must be submitted online, through the Service's website and the processing and approval of this takes between 3 and 6 business days (unless there is some rectification involved, in which case this period may be extended).

Although the employee could submit the application on his/her own, one of the documents that must accompany the application is the employment agreement with the Chilean company that





hired him/her for such period of time or a letter of invitation issued by the Chilean company, stating the services that require his/her presence in the country, the place where the services will be rendered and the period of time in which his/her services are required.

**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?**

Only to the condition that the foreigner enters Chile as a transitory permanence (ex-tourist visa) and requests a work permit to provide paid services during this period of time.

## 2 Contracts

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

Employment and service provision agreements with foreigners have special mentions. As a general rule, they require that the day the agreement will come into force will be once a work permit, or a residence permit has been granted by the National Migratory Service that enables the employee or service provider to work. It is also a requirement that the contracting company be a Chilean entity, or a company domiciled in Chile.

Then, foreign technical employees may be exempted from their obligation to contribute to the AFP social security institution of the Chilean system if they

- i. have a technical degree,
- ii. they are affiliated to a pension system abroad and
- iii. if such system provides benefits, at least, in the cases of illness, disability, old age and death (according to Law 18,156). If these conditions are met, a Chilean social security contribution exception must be included in the employment agreement.

## 3 Conditions of employment

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

Article 19 of the Labor Code requires that any company with more than 25 employees, at least 85% of them must be Chilean nationals. Article 20 states that the following considerations must be taken into account for the calculation:

- i. The total number of employees that an employer hires within the national territory will be taken into account and not the number of employees of the different branches separately.
- ii. Specialized technical personnel will be excluded.
- iii. A foreigner whose spouse or civil partner or children are Chilean or who is the widow or widower of a Chilean spouse shall be considered as Chilean, and
- iv. Foreigners residing for more than five years in the country will also be considered as Chileans, without taking into account accidental absences (in the case of foreigners with definitive residence, they cannot leave the country for more than two consecutive years).

The Labor Department, the agency that interprets labor regulations in Chile, has indicated that the concept of "technical specialist" includes any employee who renders services resulting from the application of a knowledge or technique that involves a significant level of specialization or study (Opinion 6307/282 of November 14, 1996). The technical or professional nature of the work must be accredited by the professional or technical level, experience in the field, among others.

Although there is no obligation to report employment agreements with foreigners, failure to comply with this requirement exposes the company to fines issued by the Labor Department depending on the size of the company. The amount of the fine may be in micro companies with 3 to 5 UTM; small companies with fines from 6 to 10 UTM; medium companies with fines from 24 to 40 UTM and large companies could be fined from 36 to 60 UTM. Take into consideration 1 UTM is equivalent to





USD 70 approximately.

**Are employers obliged to report about employed non-citizens?**

Please see above.

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

No, they are not.

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

The date of start of services needs to state it will be once a work permit, or a residence permit has been granted by the National Migratory Service that enables the employee or service provider to work.

## 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, there is not.

**Does the employer have additional obligations for non-citizens?**

No, there is not.

## 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. If the employee had been working with a work permit or a (temporary or definitive) residence granted by the National Migratory Service and the employment relationship is terminated based on the legal causes from articles 159, 160 or 161 of Labor Code, a termination agreement must be signed before a notary public or before the Labor Inspector. This document must be made available to the employee within 10 working days of the employee's separation.

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

No. If the employee had been working with a work permit or a (temporary or definitive) residence granted by the National Migratory Service and the employment relationship is terminated based on the legal causes from articles 159 N°2 of Labor Code, a termination agreement must be signed before a notary public or before the Labor Inspector. This document must be made available to the employee within 10 working days of the employee's separation.

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

Yes, non-citizens have the same labor rights as other employees according to article 14 of Immigration and Foreigners Law.







## 3. Addendum

### Annex 1

#### **CONTRATO DE TRABAJO**

En [ciudad], a [día] de [mes] de [año], entre [Compañía], Rol Único Tributario [\*], representada por [\*], cédula nacional de identidad número [\*], ambos domiciliados para estos efectos en [Domicilio correspondiente a la sociedad empleadora], dirección de correo electrónico [\*], en adelante denominados indistintamente como la "Empresa", la "Compañía" o el "Empleador"; y por la otra parte don(ña) [\*], de nacionalidad [\*], nacido(a) el [\*], cédula de identidad N° [\*], correo electrónico personal [\*], domiciliado en [\*], en adelante denominado como el "Trabajador", se conviene el siguiente contrato de trabajo (en adelante el "Contrato"):

#### **PRIMERO: Funciones y Labores a Desempeñar.**

La Compañía contrata los servicios del Trabajador, a fin de que se desempeñe en el cargo de [\*], lo que éste acepta en este acto.

En el desempeño de este cargo, el Trabajador deberá cumplir con todas las obligaciones inherentes a él, especialmente con las que se indican a continuación: [especificar al menos dos funciones alternativas o complementarias]

*\*Puede celebrarse un contrato de trabajo por obra o faena. En este caso deberá especificarse para qué obra o faena se contrataron los servicios y en qué consistirán.*

#### **SEGUNDO: Responsabilidades Principales.**

A mayor abundamiento, para el desempeño de las funciones o labores que corresponden al cargo señalado en la

#### **EMPLOYMENT AGREEMENT** **(free translation)**

In [city], on [month] [day], [year], between, [Company], Tax Identification Number [\*], duly represented by [\*] in his capacity as [\*], identity card number [\*], both domiciled for these purposes at [\*], hereinafter also and indistinctly referred to as the "**Company**", on the one hand, and, on the other hand, Mr. [\*], [nationality], identity card number [\*], profession or trade [\*], Born on [\*], domiciled at [address], at [district], at [city], hereinafter the "**Employee**" have agreed on the following employment agreement (hereinafter the "**Agreement**"):

#### **FIRST: Position and duties.**

The Company hires the services of the Employee to perform in the position of [\*], which the Employee hereby accepts.

In the performance of this position, the Employee shall comply with all the duties inherent thereto, especially with those indicated as follows: [specify at least two alternative or complementary functions].

*\*An employment agreement for work or task may be executed. In this case it must be specified for what work or task the services were contracted and what the services will consist of.*

#### **SECOND: Relevant responsibilities.**

In addition, for the performance of the duties that correspond to the position indicated in the preceding clause, without





cláusula precedente, sin que el listado sea taxativo, el Trabajador deberá:

- [detallar responsabilidades]
- [\*]
- [\*]

### **TERCERO: Lugar de prestación de los servicios.**

Los servicios inherentes al cargo serán prestados por el Trabajador en la oficina de la Empresa, ubicada en [\*].

Sin perjuicio de lo anterior, se deja expresa constancia que el Trabajador podrá desarrollar sus servicios dentro o fuera del país, para responder a necesidades específicas de la Empresa.

*[Alternativa 2: Se puede pactar modalidad de teletrabajo si fuere posible de acuerdo con el artículo 22 del Código del Trabajo]*

### **CUARTO: Jornada de trabajo.**

*[Alternativa 1: Turnos]* El Trabajador cumplirá una jornada de [\*] **horas semanales** de trabajo, distribuidas según lo establece el sistema de turnos contenido en el [agregar título del RIOHS aplicable] del Reglamento Interno de Orden, higiene y Seguridad de la Empresa.

*[Alternativa 2: Jornada común]* El Trabajador cumplirá una jornada de [\*] horas semanales, distribuidas como se indica a continuación [\*].

La jornada diaria señalada precedentemente se interrumpirá por un lapso de 30 minutos para que el Trabajador haga uso de su derecho a colación. Este periodo no se considerará trabajado para enterar la duración de la jornada de trabajo.

*[Alternativa 3: sistema excepcional del art. 22]* Atendida la naturaleza del cargo y funciones del Trabajador, y conforme a lo establecido en el artículo N° 22, inciso segundo del Código del Trabajo, éste se encuentra expresamente excluido de limitación a su jornada de trabajo.

### **QUINTO: Remuneración.**

the list being exhaustive, the Employee must:

- [detail responsibilities]
- [\*]
- [\*]

### **THIRD: Workplace.**

The Employee will perform his duties at the Company facilities located at [\*].

Notwithstanding the foregoing, the Employee may also perform his services elsewhere in Chile or abroad if is required according to the Company's needs.

*[Alternative 2: Teleworking modality may be agreed upon, if possible, in accordance with Article 22 of the Labor Code].*

### **FOURTH: Working day.**

*[Alternativa 1: Shifts]* The Employee will work [\*] **hours per week**, distributed as established in the shift system contained in the [add title of the applicable RIOHS] of the Company's Internal Regulations on Order, Hygiene and Safety.

*[Alternativa 2: Ordinary working day]* The Employee will work a working day of [\*] hours per week, distributed as indicated below [\*].

The daily working day indicated above will be interrupted for a period of 30 minutes for the Worker to make use of his/her right to a snack. This period shall not be considered as worked for the purpose of calculating the duration of the working day.

*[Alternative 3: exceptional system of art. 22]* Considering the nature of the Employee's services and his/her position in the Company, pursuant to Labor Code's article No. 22, second paragraph, the Employee shall not be subject to a limited work schedule.





El Trabajador tendrá derecho a las siguientes remuneraciones:

1. **Sueldo Base Bruto:** Por el desempeño de sus funciones el Trabajador recibirá un sueldo base bruto mensual fijo ascendente a \$ [\*] (\_\_\_\_ pesos).
2. **Gratificación Legal:** La Compañía pagará al Trabajador, por concepto de gratificación legal, la cantidad bruta total equivalente al 25% de lo devengado por este último en el respectivo ejercicio comercial por concepto de remuneraciones mensuales. Con todo, esta cantidad no excederá del tope de 4,75 ingresos mínimos mensuales establecidos en el artículo 50 del Código del Trabajo, o el que lo reemplace en el futuro.

Las partes acuerdan que el pago de esta gratificación procederá en el caso que la Compañía tenga utilidades y será anticipada en doce cuotas iguales y sucesivas equivalentes a un doceavo del valor total de la gratificación conforme a lo señalado en el mencionado artículo. Cada una de las cuotas se pagará juntamente con las remuneraciones del mes correspondiente.

Se deja expresa constancia que, con el pago de la presente gratificación, el Empleador ha hecho uso de su opción legal de acuerdo con la modalidad establecida en el artículo 50 del Código del Trabajo. Por consiguiente, en ningún caso procederá el pago de la gratificación conforme al sistema o procedimiento establecido en el artículo 47 del Código del Trabajo.

3. **Bono de [\*]:** Bono de \$ [\*] pesos, imposables, el que se pagará en conjunto con la remuneración y siempre y cuando el Trabajador [\*].

#### **FIFTH: Remuneration.**

The employee will be entitled to receive:

1. **Gross monthly base salary:** For the performance of his duties, the Employee will receive a fixed gross monthly base salary amounting to \$ [\*] (\_\_\_\_ pesos).
2. **Legal bonus:** The Company will pay the Employee, as a legal bonus, a total gross amount equal to 25% of the yearly salary accrued by the Employee in the financial year. However, this amount will not exceed the limit of 4.75 monthly minimum wages, provided in article 50 of the Labor Code, or the one that replaces it in the future.

The parties agree that this bonus will only be paid to the Employee if the Company has profits, however it will be anticipated in twelve monthly equal and successive installments, each of them equal to one twelfth of the bonus total amount as previously provided. Each one of the installments will be paid along with the monthly remuneration.

It is expressly stated that by means of this bonus, the Employer has decided to pay under the option provided in article 50 of the Labor Code. Therefore, the legal bonus under no circumstances will be paid according to the system or option established in article 47 of the Labor Code.

3. **Bonus of [\*]:** Bonus of \$ [\*] pesos, taxable, which will be paid together with the remuneration, provided that the Employee complies with [\*].





Las anteriormente señaladas constituyen las únicas prestaciones acordadas por los servicios del Trabajador.

The aforementioned are the only benefits agreed for the Employee's services.

Las remuneraciones se liquidarán y pagarán mensualmente, por períodos vencidos, a más tardar el último día hábil de cada mes, en dinero efectivo, cheque, vale vista, depósito bancario o transferencia electrónica a la cuenta que designe el Trabajador, lo que autoriza en este acto.

Remunerations will be settled and paid monthly, by due periods, no later than the last working day of each month, in cash, check, demand voucher, bank deposit or electronic transfer to the account designated by the Employee, which is hereby authorized.

De dicha cantidad bruta se efectuarán todas las deducciones que correspondan en virtud de las leyes aplicables en la especie, tales como deducción de impuestos, cotizaciones de seguridad social y demás que correspondan, de conformidad a lo establecido en el artículo 58 del Código del Trabajo. Además, el Trabajador se compromete a entregar el número de su cuenta corriente y, en caso de término de la relación laboral, autoriza al Empleador a depositar en dicha cuenta el monto correspondiente al finiquito.

From such gross amount, all deductions will be made in accordance with the applicable laws, such as deduction of taxes, social security contributions and others, in accordance with the provisions of Article 58 of the Labor Code. In addition, the Employee undertakes to provide his current account number and, in the event of termination of the labor relationship, authorizes the Employer to deposit in such account the amount corresponding to the severance payment.

**SIXTO: Exigencias del Cargo.**

El Trabajador desarrollará sus funciones con el máximo celo, diligencia y honradez en todas las labores a él/ella confiadas, debiendo observar tanto al interior de la Empresa como fuera de ella una conducta proba, ordenada y en todo compatible con la importancia del cargo a asignado.

**SIXTH: Requirements of the Position.**

The Employee shall perform his/her duties with the maximum zeal, diligence and honesty in all the tasks entrusted to him/her and shall observe both inside and outside the Company a conduct that is neat, orderly and in every way compatible with the importance of the position assigned to him/her.

Deberá el Trabajador también ejercer su cargo con total independencia especialmente respecto de otras Empresas del rubro, proveedores, personas naturales y demás que directa o indirectamente puedan relacionarse con el Empleador.

The Employee shall also exercise his/her position with total independence, especially with respect to other companies in the industry, suppliers, natural persons and others who may be directly or indirectly related to the Employer.

**SÉPTIMO: Confidencialidad**

El Trabajador no podrá revelar a terceros, sea en forma escrita o verbal, cualquier información, procedimientos, documentos, programas, etc. de que tome conocimiento con motivo de la prestación de sus servicios para el Empleador ya sea que la información tenga o no carácter confidencial.

**SEVENTH: Confidentiality.**

The Employee may not disclose any information, procedures, documents, programs, etc. to third parties, either in written or verbal form, that he becomes aware as a consequence of the provision of his/her services to the Employer and whether or not the information is confidential.





Se deja constancia que esta cláusula se estima de la esencia del Contrato de trabajo y la declaración que ella contiene ha constituido motivo esencial para la suscripción del mismo. En consecuencia, toda infracción o incumplimiento a esta cláusula será considerado incumplimiento grave de las obligaciones que impone el Contrato al Trabajador y autorizará al Empleador para poner término al Contrato de conformidad a las disposiciones legales pertinentes.

**OCTAVO: Conflicto de intereses.**

Para proteger los intereses tanto de la Compañía como del Trabajador, una actividad que implique potencial o aparentemente un conflicto de intereses sólo podrá ser asumida después de haber sido revisada y aprobada por el Empleador.

**NOVENO: Propiedad intelectual/industrial.**

Las invenciones, creaciones, diseños, productos del trabajo o cualquier objeto y/o información que pueda ser protegible por propiedad industrial y/o intelectual, y que se creen o desarrollen con ocasión de la prestación de sus servicios, serán de titularidad exclusiva de la Compañía de conformidad a las disposiciones de la ley aplicable.

**DÉCIMO: Suscripción electrónica de documentos laborales.**

Por este acto, las partes acuerdan que la emisión, firma, gestión y envío de la documentación que derive o tenga relación con el vínculo laboral, pueda ser efectuada mediante medios electrónicos, lo cual es expresamente aceptado y autorizado por el Trabajador.

**DECIMOPRIMERO: Uso de correo electrónico corporativo.**

El Trabajador reconoce y acepta que los sistemas, dispositivos, conexiones remotas, casillas de correo electrónico corporativo y otras herramientas tecnológicas que le son proporcionados por la Empresa deben ser utilizados únicamente para desempeñar las labores propias de su cargo, son propiedad de la

It is established that this clause is estimated from the essence of this Agreement and the statement it contains has constituted an essential reason for the execution of the same. Consequently, any infringement or breach of this clause shall be considered serious breach of the obligations established by this Agreement to the Employee and shall authorize the Employer to terminate the Agreement in accordance with the relevant legal provisions.

**EIGHTH: Conflicts of Interest.**

In order to protect the interests of both the Company and the Employee, an activity involving a potential or apparent conflict of interest may only be undertaken after being reviewed and approved by the Employer.

**NINTH: Intellectual and industrial property.**

Inventions, creations, designs, work product or any other object and/or information that may be protected by intellectual property and/or industrial property, and which are created or developed because of the services, shall be exclusive owned by the Company in accordance with applicable law.

**TENTH: Electronic subscription of labor documents.**

By this act, the parties hereby agree that the issuance, signing, management and sending of the documentation deriving from or related to the labor relationship may be carried out by electronic means, which is expressly accepted and authorized by the Employee.

**ELEVENTH: Use of corporate e-mail.**

The Employee acknowledges and agrees that the systems, devices, remote connections, corporate email boxes and other technological tools provided by the Company must be used only to perform the duties of the position, are property of the Company and should not be used for personal purposes.





Empresa y no deberán ser utilizados con fines personales.

**DECIMOSEGUNDO: Devolución de materiales.**

En cualquier momento durante la vigencia de este Contrato y a requerimiento de la Compañía, o en cualquier momento una vez terminado el presente Contrato, el Trabajador devolverá a la Compañía todo el material de trabajo y todos los datos, listas, información, memorándum, anotaciones, registros, informes, archivos, banco de imágenes y documentos que pertenezcan a la Compañía (incluyendo cualquier copia o reproducciones de los mismos, en cualquier forma, y cualquier material que constituya secretos comerciales o información confidencial de la Compañía) y todas las tarjetas de créditos, llaves, tarjetas de ingreso al edificio, pases de seguridad, tarjetas de acceso o identificación, computadores, otros equipos computacionales, aparatos portátiles de correo electrónico, teléfonos, programas computacionales, y cualquier otro que sea de propiedad de la Compañía que estén en poder o control del Trabajador.

**DECIMOTERCERO: Datos personales.**

De conformidad con el artículo N° 4° de la Ley N° 19.628 sobre Protección de Datos de Carácter Personal, el Trabajador autoriza al Empleador a recolectar, procesar y transferir sus Datos Personales no sensibles a terceras Compañía relacionadas en el extranjero (excepto por los que se refieren a la salud) con el propósito de cumplir con sus obligaciones laborales, mantener y mejorar la administración de la Compañía, facilitar el control de gastos y presupuestos, controlar las asignaciones de trabajo, entrenamiento y políticas de la Compañía, mantener y mejorar sistemas de seguridad y, en general, para ejercer los derechos de la Compañía y cumplir con los derechos del Trabajador bajo las leyes laborales.

**DECIMOCUARTO: Conductas Constitutivas de Delitos.**

**TWELFTH: Return of Company's equipment.**

At any point during the term of this Agreement at the specific request of the Company, or, in any event, as promptly as practicable after the employment hereunder has been terminated, the Employee will return to the Company all work product and all data, lists, information, memoranda, notes, records, reports, files, rolodexes and documents belonging to the Company (including any copies or reproductions thereof, in any form, and any materials constituting or containing trade secrets or confidential information of the Company) and all Company provided credit cards, keys, building passes, security passes, access or identification cards, laptop or other computers, other computer equipment, portable e-mail devices, telephones, computer software, and all other property of the Company that are in his/her possession or control. The Employee agrees that, by his/her last day of work, he/she will clear all expense accounts, repay everything he may owe to the Company, and pay all amounts he/she may owe on Company.

**THIRTEENTH: Personal data.**

According to provision set forth in article N° 4 of Law N° 19,628 regarding Protection of Information of Personal Nature, the Employee authorizes the Employer to collect, process and transfer their non-sensitive personal information to third related entities abroad (except for information regarding health) with the purpose of fulfilling their employment obligations, maintaining and improving the administration of the latter, facilitating the control of expenses and budgets, monitoring work, training, and policy assignments of the Employer, maintaining and improving security systems, and generally speaking, to exercise the rights of the Employer and comply with the rights of the Employee under labor laws.

**FOURTHENTH: Conduct Constituting Criminal Offenses.**





El Trabajador se obliga a abstenerse de realizar o participar en cualquier conducta que pueda ser constitutiva -o que pueda configurar un riesgo de comisión- de cualquier infracción legal, en especial – pero no exclusivamente- de los delitos de lavado de activos, financiamiento del terrorismo, cohecho o receptación que puedan involucrar la responsabilidad penal de la Empresa en los términos de la Ley N° 20.393. Asimismo, se obliga a abstenerse de inducir, promover, encubrir u ocultar a la Compañía aquellas infracciones cometidas por terceros al interior de la Empresa o fuera de ella en el marco de actividades que puedan comprometerla, tales como actividades de contratistas, subcontratistas, proveedores, clientes, empresas relacionadas u otras.

#### **DECIMOQUINTO: Políticas de la Compañía.**

El Trabajador se obliga a cumplir con las instrucciones y políticas corporativas impartidas por el Empleador por intermedio de sus superiores y del Reglamento Interno de Orden, Higiene y Seguridad de la Empresa; y, durante todo el tiempo que dure el Contrato de Trabajo, a desempeñar sus servicios fiel y lealmente, debiendo desplegar sus mejores esfuerzos en el cumplimiento de su cargo.

#### **DECIMOSEXTO: Vigencia.**

[*Alternativa 1:*] El Contrato tendrá una duración indefinida.

[*Alternativa 2:*] El contrato de trabajo se celebra por un plazo fijo de [\*], comenzando con fecha [\*] y expirando el día [\*] de [mes] de [año].

Para todos los efectos legales a que haya lugar, las partes dejan expresa constancia que el Trabajador ingresó a prestar servicios para el Empleador con fecha [\*].

#### **\*[Cláusulas eventuales para Trabajadores extranjeros:**

**a. Cláusula de Régimen Previsional:** [*Alternativa 1*] Se deja constancia que el Trabajador cotizará en el régimen previsional chileno, comprometiéndose el

The Employee undertakes to refrain from engaging or participating in any conduct that may constitute - or that may constitute a risk of committing - any legal infraction, especially - but not exclusively - the crimes of money laundering, financing of terrorism, bribery or receiving that may involve the criminal liability of the Company under the terms of Law No. 20,393. Likewise, it is obliged to refrain from inducing, promoting, covering up or concealing from the Company those infractions committed by third parties within the Company or outside it in the framework of activities that may compromise it, such as activities of contractors, subcontractors, suppliers, customers, related companies or others.

#### **FIFTEENTH: Company Policies.**

The Employee undertakes to comply with the instructions and corporate policies issued by the Employer through his superiors and the Company's Internal Rules of Order, Hygiene and Safety; and, during the entire term of the Agreement, to perform his services faithfully and loyally, and to use his best efforts in the performance of his duties.

#### **SIXTEENTH: Extension.**

[*Alternative 1:*] The Agreement will have an indefinite duration.

[*Alternative 2:*] This Agreement will have a fixed term of [\*], starting on [\*] and ending on [\*].

For all legal effects that may occur, the parties expressly state that the Employee started to render services to the Employer on [\*].

#### **\* [Eventual clauses for foreign employees:**

**a. Pension Plan Clause:** [*Alternative 1*] It is stated for the record that the Employee will contribute to the Chilean pension system, and the





*empleador a efectuar las retenciones y entregarlas a las instituciones correspondientes. [Alternativa 2] El Trabajador ha manifestado encontrarse afiliado a un régimen de previsión fuera de Chile que le otorgue prestaciones de enfermedad, invalidez, vejez y muerte; y ha manifestado su voluntad de mantener dicha afiliación.*

- b. Cláusula de Vigencia:** *Se deja constancia que la obligación de prestar servicios emanada del presente contrato sólo podrá cumplirse una vez que el Trabajador haya obtenido la visación de residencia correspondiente en Chile o el permiso especial de trabajo para extranjeros con visa en trámite.]*

#### **DECIMOSÉPTIMO: Modificaciones.**

Cualquier modificación que las partes acuerden introducir al presente contrato constará por escrito a continuación de éste o en un anexo, debidamente suscrito por el Empleador y el Trabajador, sin perjuicio de lo dispuesto en el inciso segundo del artículo 11 del Código del Trabajo.

#### **DÉCIMOCTAVO: Acuerdos previos.**

A partir de esta fecha, el presente Contrato regulará los términos y condiciones de la relación laboral del Trabajador con el Empleador. Este Contrato reemplazará cualquier contrato que se haya celebrado con anterioridad, así como también cualquier promesa, carta, oferta o declaración (oral o escrita) relativa a sus condiciones de trabajo con el Empleador o cualquier otra entidad relacionada.

#### **DÉCIMONOVENO: Domicilio**

Este Contrato se registrará por las leyes de Chile.

Para todos los fines relacionados con el presente contrato, las partes fijan su domicilio en la ciudad de **[\*]**, y se someten a la jurisdicción de sus Tribunales de Justicia.

#### **VIGÉSIMO: Ejemplares del contrato**

*employer undertakes to make the withholdings and pay them to the corresponding institutions. [Alternative 2] The Employee has declared that he/she is affiliated to a social security system outside Chile that provides sickness, disability, old age and death benefits; and has stated his/her willingness to maintain such affiliation.*

- b. Validity Clause:** *It is hereby stated for the record that the obligation to render services arising from this Agreement may only be fulfilled once the Employee has obtained the corresponding residence in Chile or the special work permit for foreigners with a residence request in progress.]*

#### **SEVENTEENTH: Amendments.**

Any amendment that the parties agree to make to this Agreement shall be recorded in writing in an appendix, duly signed by the Employer and the Employee, without prejudice to the provisions of the second para graph of Article 11 of the Labor Code.

#### **EIGHTEENTH: Previous agreements.**

As of this date, this Agreement states all terms and conditions of the Employee's employment with the Employer. It shall supersede any prior agreements, or other promises, offers or statements (whether oral or written) regarding his terms of employment with the Employer or with any other related entity.

#### **NINETEENTH: Address.**

This Agreement shall be governed by Chilean law.

For the purposes of the present Agreement the parties set their residence in the city of **[\*]** and submit themselves to the jurisdiction of its courts.







El presente Contrato se extiende en tres ejemplares de idéntico tenor y fecha, quedando uno en poder del Trabajador y dos en poder del Empleador.

**TWENTIETH: Copies.**

This Agreement is signed in 3 copies, two of which will be held by the Employer and one by the Employee, who declares that it has been handled to him/her.

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[\*]  
C.I [\*]  
pp. [\*]

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[\*]  
C.I [\*]





Annex 2

**CONTRATO DE PRESTACIÓN DE SERVICIOS**

**SERVICE PROVISION AGREEMENT**  
***(free translation)***

*En Santiago, a [•] de [•] de 2023, entre [•], Rol Único Tributario N° [•], debidamente representada por [•] en su calidad de [•], cédula de identidad N° [•] ambos domiciliados para estos efectos en [•], en adelante también e indistintamente referida como la "**Mandante**", por una parte; y, por la otra, don [•], [nacionalidad], cédula nacional de identidad número [•], de profesión u oficio [•], domiciliado en [•], en adelante también el "**Prestador de Servicios**", se ha convenido el siguiente Contrato de Prestación de Servicios (en adelante el "Contrato"):*

**PRIMERO:** *La Mandante encomienda al Prestador de Servicios la ejecución de servicios de "[•]", lo que incluye, entre otras, las siguientes tareas (en adelante los "Servicios"):*

- [•]
- [•]
- [•]

**SEGUNDO:** Los Servicios serán prestados en forma independiente, sin dirección ni control de ningún tipo por parte de la Mandante.

**TERCERO:** Las partes dejan conjuntamente expresa constancia que el Prestador de Servicios, en virtud del presente Contrato, no tiene ni tendrá la calidad de trabajador o dependiente de la Mandante, ya que el Contrato es de naturaleza civil y no laboral.

A mayor abundamiento, el Prestador de Servicios declara estar en perfecto y cabal conocimiento que prestará estos Servicios en forma independiente, con plena autonomía, sin control ni orientación de carácter laboral, sin obligación de asistencia diaria, y sin ningún grado de fiscalización, supervisión o control de tipo

In Santiago, on the [•] [•], 2023, between [•], Tax Identification Number [•], duly represented by [•] in his capacity as [•], identity card number [•], both domiciled for these purposes at [•], hereinafter also and indistinctly referred to as the "**Principal**", on the one hand, and, on the other hand, Mr. [•], [nationality], identity card number [•], profession or trade [•], domiciled at [•], at [•], at [•], hereinafter also and indistinctly referred to as the "**Service Provider**", have entered into the following Service Provision Agreement (hereinafter the "Agreement"):

**FIRST:** The Principal entrusts the Service Provider with the execution of services of "[•]", which includes, among others, the following tasks (hereinafter the "Services"):

- [•]
- [•]
- [•]

**SECOND:** The Services shall be provided independently, without direction or control of any kind by the Principal.

**THIRD:** The parties jointly expressly state that the Service Provider, by virtue of this Agreement, does not have and shall not have the status of employee or dependent of the Principal, since the Agreement is of a civil and not labor nature.

Furthermore, the Service Provider declares to be in perfect and full knowledge that it will provide these Services independently, with full autonomy, without control or guidance of a labor nature, without obligation of daily attendance, and without any degree of supervision, oversight or control of any labor nature.





laboral por parte de la Mandante, no existiendo, por tanto, vínculo de dependencia y subordinación entre las partes.

En consecuencia, no es ni ha sido la intención de las partes que exista en el presente o futuro vinculación alguna de subordinación o dependencia laboral entre la Mandante y el Prestador de Servicios. En tal sentido, las partes declaran que este es un Contrato que no origina vinculación alguna de subordinación o dependencia respecto de la Mandante, razón por la cual esta última no contrae obligación alguna por concepto de remuneraciones, cotizaciones de seguridad social u obligaciones laborales de ninguna especie, salvo lo que corresponda en conformidad a la ley, respecto del Prestador de Servicios.

**CUARTO:** Los Servicios contratados no deberán ser prestados a la Mandante en sus dependencias, pudiendo hacerlo el Prestador de Servicios en cualquier lugar que sea pertinente, sea en Chile o en el extranjero, y que, por la naturaleza de los Servicios, sea necesario.

En consecuencia, la presencia personal del Prestador de Servicios será necesaria en la medida que los requerimientos de los Servicios lo hagan estrictamente necesario.

**QUINTO:** La Mandante pagará al Prestador de Servicios por los Servicios contratados en virtud del presente instrumento, un honorario equivalente a \$ [●] ([●] pesos), por periodos vencidos, dentro de los [●] días desde la presentación de la correspondiente boleta de honorarios al vencimiento de cada mes. Anualmente el Mandante entregará un certificado que deje constancia del monto total de los honorarios pagados e impuestos retenidos al Prestador de Servicios.

La suma antes indicada constituye el honorario único y total que el Prestador de Servicios tendrá derecho mensualmente a percibir, por causa de la prestación de los Servicios materia del presente Contrato.

Consequently, it is not and has not been the intention of the parties that there exists in the present or future any relationship of subordination or labor dependence between the Principal and the Service Provider. In this sense, the parties declare that this is a Agreement that does not give rise to any relationship of subordination or dependence with respect to the Principal, which is why the latter does not incur any obligation for remuneration, social security contributions or labor obligations of any kind, except for what corresponds in accordance with the law, with respect to the Service Provider.

**FOURTH:** The contracted Services shall not be rendered to the Principal at its premises, and the Service Provider may do so at any relevant place, whether in Chile or abroad, and which, due to the nature of the Services, is necessary.

Consequently, the personal presence of the Service Provider will be necessary to the extent that the requirements of the Services make it strictly necessary.

**FIFTH:** The Principal shall pay the Service Provider for the Services contracted under this instrument, a fee equivalent to \$ [●] ([●] pesos), for overdue periods, within [●] days from the presentation of the corresponding fee slip at the expiration of each month. Annually, the Principal shall deliver a certificate stating the total amount of fees paid and taxes withheld to the Service Provider.

The aforementioned amount constitutes the sole and total fee that the Service Provider shall be entitled to receive on a monthly basis, due to the rendering of the Services under this Agreement.





*Los honorarios antes señalados se pagarán por la Mandante al Prestador de Servicios de la forma que a continuación se indica: [•].*

The aforementioned fees shall be paid by the Principal to the Service Provider as follows: [•].

*Las partes dejan expresa constancia que el Prestador de Servicios no tiene derecho a ningún otro pago o beneficio más que los pactados en este instrumento.*

The parties expressly state for the record that the Service Provider is not entitled to any other payment or benefit other than those agreed in this instrument.

*Sin perjuicio de lo antes señalado en esta cláusula, los gastos en que incurriere el Prestador de Servicios serán reembolsados por la Mandante, previa rendición de gastos. Al respecto, el Prestador de Servicios requerirá de autorización previa y por escrito de la Mandante para incurrir en cualquier tipo de gastos y, además, deberá hacer entrega a ésta de todas y cada una de las facturas o comprobantes derivados de dichos gastos.*

Notwithstanding the aforementioned in this clause, the expenses incurred by the Service Provider shall be reimbursed by the Principal, subject to the rendering of expenses. In this respect, the Service Provider shall require prior written authorization from the Principal to incur in any type of expenses and, in addition, shall deliver to the Principal each and every one of the invoices or receipts derived from such expenses.

**SEXTO:** *El Prestador de Servicios declara conocer y aceptar que, con motivo y ocasión de la prestación de sus servicios, podrá eventualmente tener acceso, entre otras, a información técnica, económica, financiera, tributaria, comercial y de marketing de la Mandante, y que toda la información antes señalada constituye y tiene el carácter de información confidencial. En consecuencia, el Prestador de Servicios se compromete y obliga a mantener total y absoluta reserva de dicha información. Esta obligación de confidencialidad y reserva no tendrá plazo de término y subsistirá una vez terminado este Contrato.*

**SIXTH:** The Service Provider declares to know and accept that, on the occasion of the rendering of its services, it may eventually have access, among others, to technical, economic, financial, tax, commercial and marketing information of the Principal, and that all the aforementioned information constitutes and has the character of confidential information. Consequently, the Service Provider undertakes and agrees to maintain total and absolute confidentiality of such information. This obligation of confidentiality and reserve shall have no term and shall survive the termination of this Agreement.

*Las partes declaran que la obligación descrita en esta cláusula ha sido condición esencial y determinante para que la Mandante celebre el presente Contrato.*

The parties declare that the obligation described in this clause has been an essential and determining condition for the Principal to enter into this Agreement.

*Por último, las partes declaran que cualquier perjuicio, de cualquier naturaleza y cuantía que este sea, que se origine o cause por el incumplimiento en cualquier forma por parte del Prestador de Servicios será íntegramente indemnizado por el Prestador de Servicios a la Mandante.*

Finally, the parties declare that any damage, of any nature and amount whatsoever, arising or caused by the breach in any way by the Service Provider shall be fully indemnified by the Service Provider to the Principal.

**SÉPTIMO:** Todos los documentos, notas, memorandos, etc. que tengan relación con





los negocios de la Mandante o con cualquier de sus proveedores, agentes, distribuidores o clientes que hayan sido recibidos o enviados por el Prestador de Servicios, directa o indirectamente, en el transcurso de sus Servicios, será de propiedad de la Mandante y, de ser requerido por ésta, deberán ser entregados con las correspondientes copias en cualquier momento y en caso de la terminación del presente Contrato.

**OCTAVO:** *El presente Contrato tendrá una duración de [•].*

Sin perjuicio de lo anterior, el presente Contrato podrá ser rescindido por una de las partes, en cualquier momento y sin expresión de causa, mediante notificación escrita cursada a la otra parte, con una antelación mínima de [•] días hábiles, independientemente del pago de toda clase de multas y/o indemnidad, cualquiera fuera su causa, a la otra parte. El término anticipado del presente Contrato no da derecho al pago o indemnización adicional alguna al Prestador de Servicios.

En este caso, el Contrato se entenderá terminado a partir del envío de la notificación, sin necesidad de declaración judicial u arbitral ulterior.

Asimismo, las partes podrán rescindir inmediatamente este Contrato, enviando una carta al domicilio de la otra, por el incumplimiento de la otra parte de sus respectivas obligaciones en virtud del presente Contrato y la parte causante de dicho incumplimiento deberá abonar todos los daños y perjuicios causados como consecuencia del mismo.

En los casos indicados precedentemente, la Mandante sólo pagará al Prestador de Servicios el proporcional de los honorarios profesionales, correspondiente al tiempo de prestación de Servicios ejecutado entre el último pago y la fecha de término del Contrato, siempre y cuando éstos se ajusten a todos los estándares de servicios acordados.

**SEVENTH:** All documents, notes, memoranda, etc. related to the business of the Principal or to any of its suppliers, agents, distributors or clients that have been received or sent by the Service Provider, directly or indirectly, in the course of its Services, shall be the property of the Principal and, if required by the Principal, shall be delivered with the corresponding copies at any time and in the event of termination of this Agreement.

**EIGHTH:** This Agreement will have a term of [•].

Notwithstanding the foregoing, this Agreement may be terminated by either party, at any time and without cause, by giving written notice to the other party at least [•] business days in advance, regardless of the payment of any kind of fines and/or indemnity, for any reason whatsoever, to the other party. The early termination of this Agreement does not entitle the Service Provider to any additional payment or indemnity.

In this case, the Agreement shall be deemed to be terminated as of the sending of the notice, without the need for further judicial or arbitral declaration.

Likewise, the parties may immediately terminate this Agreement, by sending a letter to the domicile of the other party, for the breach of the other party of its respective obligations under this Agreement, and the party causing such breach shall pay all damages caused as a consequence thereof.

In the aforementioned cases, the Principal will only pay the Service Provider the proportional amount of the professional fees corresponding to the time of rendering the Services between the last payment and the date of termination of the Contract, provided that they comply with all the agreed service standards.





**NOVENO:** Queda prohibida la cesión de los Servicios encargados mediante el presente Contrato.

**DÉCIMO:** Para todos los efectos legales, las partes fijan su domicilio en la ciudad de [•], y, en consecuencia, se someten a la competencia de sus Tribunales.

**DÉCIMO PRIMERO:** El presente instrumento reemplaza y sustituye cualquier otro acuerdo o contrato celebrado con anterioridad entre las partes, cualquiera haya sido la naturaleza jurídica de éste.

**DÉCIMO SEGUNDO:** El presente Contrato se otorga en tres ejemplares de igual tenor, quedando dos en poder de la Mandante y el otro en poder del Prestador de Servicios.

**NINTH:** The assignment of the Services ordered under this Agreement is prohibited.

**TENTH:** For all legal purposes, the parties establish their domicile in the city of [•], and, consequently, submit to the jurisdiction of its Courts.

**ELEVENTH:** This instrument replaces and substitutes any other agreement or contract previously entered into between the parties, whatever its legal nature may have been.

**TWELFTH:** This Agreement is executed in three copies of equal tenor, two of which shall remain in the possession of the Principal and the other in the possession of the Service Provider.

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[•]  
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