



**Global Employment
Compass
Armenia**

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This document provides brief answers and recommendations to readers for information purposes. The information contained in this document is general and may differ according to the circumstances. Thus, this document does not constitute legal advice. We decline in advance any responsibility should you decide to act upon any information contained in this document.





1. Summary of applicable rights for different categories of workers

	Employees (part-time or full-time)	Independent contractors/ service providers	Volunteers
Employment laws and regulations	Yes	No ¹	Yes ²
Employees' compensation/ remuneration requirements	Yes	No	Yes
Minimum wage requirements	Yes	No	No
Mandatory provident fund/retirement benefit fund contributions	Yes	Yes ³	No
Immigration requirements including the right to work in your country	Yes	Yes	Yes
Personal Data (Privacy) laws and regulations	Yes	Yes	Yes
Anti-discrimination laws and regulations	Yes	Yes	Yes

¹ Note: Under certain circumstances, Armenian courts may determine that the relationship between an employer and a contractor/service provider essentially qualifies as employment relations. In such cases, employment laws and regulations would be deemed applicable.

² Note: Only partially, where there is a reference to the labour legislation in "The Law on Volunteer Work".

³ Note: Provided that under the service provision agreement, the contractor is acting as an individual, not as a private entrepreneur.



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

a. Employees

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Definition of an employee

According to the Labor Code of the RA (the Code) the employee is a legally capable individual who has reached the age specified by the Code, performing certain work for the employer's benefit, within a defined profession, qualification, or position.

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?

In general, the employment contracts in the Republic of Armenia shall be executed for an indefinite period. However, under certain conditions specified by the Code, fixed term contract can be established.

Such fixed-term contracts are permissible when the nature of the work or the conditions for its completion cannot reasonably be determined for an indefinite period.

Such cases include, but are not limited to:

1. employees hired to elective offices for a selected period.
2. those performing combined job.
3. those performing seasonal works.
4. those performing temporary works (for a period of up to two months).
5. an employee substituting a temporarily absent employee.
6. foreigners, in the period of permission to work or validity period of the right to residence.

It's also worth noting that an employment relationship can be established through the acceptance of an individual legal act (through the Order of an employer), without the formal execution of an employment contract.

The Code outlines two modes of part-time employment: reduced working hours and part-time work.

Reduced working hours are specified in various cases:





- 1) For children under the age of seven, up to two hours a day, not exceeding four hours a week beyond compulsory education hours.
- 2) For children aged seven to twelve, up to three hours a day, not exceeding six hours a week beyond compulsory education hours.
- 3) For children aged twelve to fifteen, up to four hours a day, not exceeding twelve hours a week beyond compulsory education hours.
- 4) For children aged fifteen to sixteen, up to 24 hours a week beyond compulsory education hours.
- 5) For persons aged sixteen to eighteen, up to 36 hours per week beyond compulsory education hours.
- 6) For employees in workplaces with unalterable harmful factors, working hours are capped at 36 hours per week.
- 7) Other cases specified by Armenian laws.

Part-time work, on the other hand, entails:

- 1) Mutual agreement between the employee and employer.
- 2) Upon the employee's request due to health reasons supported by medical opinion.
- 3) At the request of pregnant women and employees caring for children under two years old.
- 4) At the request of a person with disabilities, backed by a medical report.
- 5) At the request of an employee caring for a sick family member, supported by a medical opinion, limited to six months and not exceeding half of the daily working time.

Armenian legislation does not include provisions concerning "zero hours" contracts. The Code does not contain any specific regulations regarding non-profit organizations either.

What are the key terms of employment contracts?

According to the Code, the employment contract shall at least contain the following information:

1. The date of the execution of the employment agreement.
2. Employee's full name, father's name, and employer's full name.
3. Workplace location and department (if applicable).
4. Start date of employment (year, month, and day).
5. Job title and/or duties.
6. Basic salary amount (inclusive of taxes, social or other mandatory payments as per law), method of determination (hourly, daily, piecework, or monthly).
7. Any additional allowances, bonuses, or premiums provided to employees as per regulations.
8. Duration of the employment contract (if applicable).
9. Details of any probationary period, including its duration and conditions.
10. Work schedule (regular, part-time, reduced hours, or aggregated hours) and weekly working hours (excluding aggregated hours).
11. Type and duration of annual leave (minimum, additional, or extended).
12. Name, position, and signature of the signatory.
13. Communication methods for employer-employee notifications.

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

Generally, the probation period is permissible under Armenian legislation. The probation period cannot exceed three months, except in cases stipulated by law. However, there are certain circumstances where the probation period cannot be applied. These include cases where the employee is:

1. under the age of eighteen.
2. holding elective positions.
3. transferred to another job upon mutual consent of employer.
4. other cases provided by the legislation.





Unless otherwise stated in the contract, the employee has the same rights and obligations during the probation period as during regular employment.

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

As mentioned above the fixed-term employment contract can be executed only in cases when the nature of the work or the conditions for its completion cannot reasonably be determined for an indefinite period. Otherwise, the contract shall be executed for an indefinite period.

The Code does not set a maximum duration for fixed-term contracts. Such contracts can be established either for a specific calendar period or by specifying the completion of the work outlined in the contract.

A fixed-term employment contract should include all the essential details found in a regular employment contract for an indefinite period. Additionally, it must explicitly state either the duration of its term or the conditions leading to the contract's termination.

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.)?

The employment contract (including the individual legal act on employment) shall be executed in writing. It can be executed in writing by the parties through the creation of a single document or by exchanging data via postal or electronic communication. However, in the latter case, it is essential to ensure the authenticity of the contract and confirm that it originates from one of the parties involved. In such cases, the party signing the contract must provide a copy to the other party and receive it through one of the following means after signing:

1. Sending a signed copy of the contract via registered mail with acknowledgment of receipt to the provided (specified) location or residence of the other party.
2. Transmitting a reproduced (facsimile) copy of the signed contract via fax.
3. Sending a signed and printed (scanned) electronic copy of the contract or a copy with an electronic digital signature via means of electronic communication (including official email established by RA law "On public and individual notifications via the Internet").

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

The employer shall provide one copy of the employment contract to the employee within three days following the conclusion of the contract.

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

Please see [the Addendum #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?

No, the employer is not obligated to conduct a criminal record check. Moreover, a criminal record certificate is not included in the list of documents required to be submitted to the employer as part of the job application process and cannot be requested by the employer unless explicitly mandated by law. The requirement to provide a criminal record check usually applies to specific types of work, particularly those related to government positions. In instances where an individual is hired for a role that necessitates a clean criminal record, it is the responsibility of the employee to provide the necessary criminal record certificate.

Can employers request references from former employers for new hires?





The list of documents required to be submitted to the employer upon hiring an employee does not encompass the employee's reference letter from their previous place of work. Moreover, the law prohibits the demand for documents from an employee that are not stipulated by law. However, an employee may, of their own initiative, provide the employer with a character reference, letter of recommendation, or other documents reflecting their experience at previous jobs, as well as information or documents pertaining to professional training, qualifications, and their utilization.

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

The employer has no obligation to establish representative bodies for employees. The formation of a representative body of employees is entirely voluntary and depends on the willingness of the employees.

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

While the legislation of the Republic of Armenia permits the conclusion of collective agreements, they are not commonly practiced. According to the Labor Code collective agreements can be established at various levels:

- National level collective agreements.
- Sectoral and territorial level collective agreements.
- Organization or its specific (structural) division level collective agreements.

2 Conditions of employment

What is the minimum age requirement for employment?

The legal capacity in full arises from the moment of coming the age of sixteen, however the Code stipulates that every person under the age of eighteen has the right to engage in labor activities not prohibited by the Code and other laws of the Republic of Armenia, in accordance with their age, developmental characteristics, and abilities.

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

The Code specifies the types of employment suitable for individuals who have not yet reached adulthood. Those under the age of fourteen are limited to engaging in creative endeavors such as those in cinematography, sports, theatre, concerts, circus performances, or roles in television or radio. Similarly, individuals under the age of eighteen are restricted to work that does not jeopardize their physical or mental well-being, moral development, safety, or disrupt their compulsory education. They are prohibited from working on weekends, public holidays, and remembrance days, except when participating in sports or cultural events. Furthermore, individuals under eighteen are entitled to preferential working conditions, including reduced working hours.

Wages

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

The minimum monthly salary in the RA is 75,000 AMD. There are no exceptions for young individuals or people with disabilities.

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

Employees can receive additional payments beyond their monthly wages, if they adhere to the conditions outlined in the law or the employer's internal regulations. These extra payments





encompass allowances, bonuses, and other forms of compensation, as specified by the relevant regulations.

- Employees shall receive extra compensation for working under adverse conditions, such as heavy or harmful work, overtime, or during weekends and holidays, as per legal provisions and agreements.
- Additional payments can also be granted based on an employee's qualifications, such as academic degrees or work experience, as specified in contracts or employer policies.
- Any form of extra payment beyond the basic salary, including allowances and bonuses, is subject to specific conditions outlined in agreements, employer policies, or governmental regulations.
- Remuneration, whether paid monthly or in other intervals, is given for the satisfactory fulfilment of job duties, long-term service, or exceptional performance, following legal and contractual guidelines.

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

The Code stipulates that the wage shall be calculated and paid to the employee on working days, at least once a month by the 15th of the following month. However, by mutual agreement of the parties, the wage can be paid more than once a month.

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

In Armenia, salaries are established monthly, and employees are paid in full regardless of the number of holidays occurring in a month. In other words, employees are assured that the presence of public holidays during a month does not justify a reduction in salary.

Are employers obliged to provide employees with annual leave?

Yes, the Code establishes that employers are obliged to provide employees with annual leave (the minimum duration of annual leave is 20 working days for a five-day working week and 24 working days for a six-day working week).

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

During annual leave, employees are entitled to receive their average salary for the duration of their leave period.

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

According to the general rule in Armenia, overtime work is permitted only in exceptional cases established by law. When an employee performs overtime work, the employer is obligated to provide additional payment for each hour of overtime work, in addition to the hourly rate. This additional payment must be no less than 50 percent of the hourly rate.

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

The Code does not specify any extraordinary circumstances that can be relied on to temporarily cease paying employees.

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

No, employees do not have a statutory entitlement to an end-of-year payment. However, some employers provide an annual wage supplement, often equivalent to one month's salary, or a performance bonus, as part of an employee's remuneration package.

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?





In case of rescinding an employment contract the employer shall be obliged to make a full final settlement with the employee on the day of rescission of the employment contract. The employer shall be obliged to pay the employee his or her salary and other equivalent payments (including compensation for unused vacation days) on the day of final settlement. Regarding notice pay, if the employer terminates the employment without prior notice to the employee, the employee is entitled to receive a sum equivalent to the salary they would have earned during the notice period.

In case when an employment agreement is terminated due to liquidation of an organization or staff redundancy, the employer shall pay to the employee a severance payment in the amount of one month's salary and in cases where termination of the employment contract occurs due to the employee's inability to fulfil their duties adequately, long-term disability, alterations in essential working conditions, or the employee's mandatory military service, the severance pay is determined based on the employee's cumulative work experience.

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?

There is no definition of a full-time working week. However, the general rule states that the normal duration of work should be 40 hours a week (8 hours per day). Employees who work less than 40 hours are considered part-time employees.

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

The non-working days (public holidays and memorial days) are established by the RA Law "On public holidays and commemoration days". Engaging in work on these days is generally prohibited by law in Armenia. However, employees may be required to work in cases where the termination of work is impossible due to technical reasons related to production, or if the work is necessary for providing services to the population, performing urgent repairs, or conducting loading or unloading operations. In these days the employees shall be remunerated in at least double the amount of the hourly (daily) pay rate or task rate, or the employee shall be granted another paid rest day within a month.

The employees have a right to the following types of leave:

1. Annual leave.
2. Pregnancy and maternity leave.
3. Leave granted for taking care of a child under the age of three.
4. Study leave.
5. Leave being granted for fulfillment of state or social duties.
6. Unpaid leave.

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

No, there is no specific protection for part time employees. However, it is stipulated that when determining the duration of annual leave, calculating length of service, appointing to a higher position, upgrading qualifications, or exercising other rights of the employee, work performed under conditions of incomplete working time shall not be a basis for applying restrictions.

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

The remuneration of part-time employees shall be proportionate to the actual hours, or the volume of work performed.

Social security





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

Social payments are mandatory for individuals born after 1978. However, those born before that year may opt to join the program voluntarily. Foreign citizens with residency rights in Armenia and stateless individuals contribute to social contributions in accordance with the same procedures as Armenian citizens. The amount of the social payment is based on the salary size. If the monthly salary does not exceed 500,000 AMD, a 5% contribution is made. For salaries higher than this threshold, the contribution is the difference between 10% and 25,000 AMD.

Are employers obliged to provide health insurance to their employees?

No, the employers are not obliged to provide health insurance, unless provided by law.

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

- Generally, employees are not entitled to unemployment insurance. However, there exists legislation on employment aimed at assisting individuals in securing new employment opportunities.

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?

According to the RA law on the temporary incapacity and maternity pension one of the types of temporary incapacity pension is the illness pension, which should be provided to the employee based on the temporary incapacity certificate issued by the medical institution, the form, completion and issuance procedure of which is determined by the Government of the Republic of Armenia.

The maximum duration of sick leave is three months, with the option of extending it for an additional three months. Consequently, the Code stipulates that prolonged incapacity for work can serve as grounds for the employer to terminate the employment contract. This includes situations where the employee experiences temporary incapacity for work exceeding six consecutive months or a total of 180 days within the last 12 months, excluding maternity leave.

As for the payment, the first 5 days are paid by the employer, and the remaining days are paid by the state. In addition, the amount to be paid is calculated from eighty (80) percent of the average monthly salary (amount is divided by 21 (monthly working days) and multiplied by the number of days of incapacity period).

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, employed women are entitled to maternity leave under the following conditions:

- A total of 140 days, with 70 days allocated for pregnancy leave and 70 days for maternity leave.
- A total of 155 days, with 70 days for pregnancy leave and 85 days for maternity leave, in the event of a difficult delivery.
- A total of 180 days, with 70 days for pregnancy leave and 110 days for maternity leave, in the case of the simultaneous delivery of more than one child.

These types of leave shall be calculated in total and granted to the woman in full length. In case of early delivery, unused days of pregnancy leave shall be added to the days of maternity leave.

Furthermore, an employee who has adopted a newborn or been appointed guardian of a newborn is entitled to leave starting from the day of adoption or appointment until the infant reaches 70 days of age. In the case of adopting or being appointed guardian of two or more newborns, this entitlement extends to 110 days.





Similarly, a biological mother who has given birth to a child through a surrogate is entitled to leave from the day of the child's birth until the newborn reaches 70 days of age. If there are two or more newborns, this entitlement extends to 110 days.

The maternity leave pension is paid at the expense of the state for the respective period of the maternity leave.

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

Yes, within 30 days after the birth of a child, the child's father has the right to paternity leave of five working days, upon request. During this period, the employer pays the employee an amount equivalent to the employee's average daily salary for each day of leave taken.

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

In cases where the employee is not insured against workplace accidents and occupational diseases, and has contracted an occupational disease, been maimed, or died, the employer shall compensate for the damages caused. Additionally in the event of accidents or sudden illnesses occurring at the workplace, the employer is obligated to provide employees with first aid. Furthermore, the employer is required to arrange for the transfer of an employee who becomes ill or sustains an injury at the workplace to a healthcare facility at the employer's expense.

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

No, there are no retirement benefits established by law.

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

No, there is no such obligation stipulated by the law.

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 Code establishes general safety rules, which the employer must ensure. Accordingly, the employer is required to provide each employee with adequate, safe, and healthful conditions, including:

1. Proper operation of mechanisms, equipment, and other means of labor.
2. Timely provision of technical documents
3. Timely and high-quality provision of materials and tools necessary for the work.
4. Ensuring production with electric power, gas, and other types of energy.
5. Secure and health-friendly employment conditions, such as adherence to safety norms and rules, adequate lighting, heating, air conditioning, and ensuring that noise, radiation, vibration, and other harmful factors do not exceed the prescribed minimum levels.
6. Other conditions necessary for the performance of specific tasks.

Furthermore, the employer is obligated to comply with sanitary rules and regulations established by laws, government regulations, and orders of the Minister of Health.

Depending on the level of danger associated with the production or work, the employer, either personally or with the involvement of a qualified safety and health service, must ensure the safety and health of employees. The involvement of a qualified service is not a mandatory condition.

The employer is required to maintain continuous and obligatory oversight of the secure operation of equipment, unless the contract for the use (operation) of such equipment specifies otherwise.

Regarding the obligation of the employer to have internal legal acts related to the safety and health protection of employees, it is not mandatory and depends on the specific sphere of activity. If the





activity falls under sectors with additional requirements stipulated by Armenian legislation (e.g., use and storage of hazardous materials, industry, medicine), these requirements must also be met.

As for the fire-fighting regulations, the law of the RA on the fire safety establishes the obligation of the companies to have and to maintain fire-fighting systems and equipment in good condition, including primary fire extinguishing equipment, and prohibit their misuse.

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.)

Discrimination in employment relations based on characteristics or circumstances unrelated to the professional qualities of employees is prohibited. However, there is no requirement to have non-discrimination policies. It is at the discretion of the employer.

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

No, there is no such requirement. It is at the discretion of the employer.

Is there a requirement to have a data protection policy?

No, there is no such obligation stipulated by the law. However, the employer shall comply with the requirements for processing and storing employee personal data as established by the law.

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 such obligation stipulated by the law.

4 Tax

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

Employers are required to withhold personal income tax from employees' salaries. Additionally, employers are responsible for paying social contributions and stamp fees for their employees.

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

Yes, all employee taxes are to be paid by the employer who acts as a tax agent.

5 Remote work

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

No.

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

Yes, employers are required to provide physical workplaces for employees, unless the parties mutually agree that the work shall be performed remotely.





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

Under the Armenian law remote work involves employees fulfilling their job responsibilities without physically being present at the workplace.

The procedure and terms for remote work, along with compensation for expenses related to acquiring necessary equipment or materials, are determined by a collective agreement, the employer's internal regulations, or a written agreement between the parties.

During remote work, employees are required to fulfill their job duties properly and remain accessible to the employer by mutual agreement. Failure to comply may be considered a violation of labor discipline.

While remote work exempts employers from certain labor protection and safety standards, they are still obligated to provide employees with personal protective equipment.

Remote work does not diminish the rights and guarantees afforded to employees under the labor legislation of the Republic of Armenia.

Regarding taxes, the two options shall be considered. In case the work is performed in Armenia and the employer is Armenian resident the taxes shall be paid in Armenia. When the work is performed outside of Armenia for Armenian-resident employer the taxes shall be paid in the jurisdiction of the employee's residence, condition that between the countries has been concluded double tax treaty agreement, otherwise the taxes shall be paid in both Armenia and in the country of the employee's residence.

6 What to do when things go wrong

Dispute resolution

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

No, the Code does not specify any mandatory preliminary procedure for resolving a labor dispute. Therefore, the parties can mutually agree to resolve the labor dispute through mediation or arbitration.

Resignation

What grounds do employees have for resignation?

The employee has the right to terminate the employment contract, whether it's for an indefinite period or a fixed term, by providing written notice to the employer at least thirty days prior to the intended termination date without indicating the grounds for termination.

The employee retains the right to retract the notice of termination of the employment contract within three working days from its submission date (unless the employee expressly requests termination within this three-day period from the date of submitting the notice). Following the specified period, the employee may only withdraw the notification with the employer's consent.

Where the termination of the employment contract is justified due to the employee's illness preventing work performance, occupational injury, or other valid reasons outlined in the collective agreement, or if the employer fails to fulfill obligations as specified in the employment contract, breaches the law, or violates the collective agreement, the employee has the right to terminate the employment contract with a notice period of five days.

Termination

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





The Code exhaustively lists the grounds for termination of an employment contract. These grounds cover various circumstances in which an employer may terminate an employment contract with an employee. Here is a summary of the listed reasons:

1. **Liquidation of the employer:** if the employer ceases its activities or is removed from state registration.
2. **Reduction of the workforce:** if changes in production volume, economic and technological conditions, work organization conditions, or production requirements, lead to the need for staff reductions.
3. **Inconsistency of the position or labor productivity:** if an employee does not perform his job duties properly.
4. **Reinstatement to a previous job:** if an employee is reinstated to a previous position.
5. **Periodic failure to perform duties without a valid reason:** If an employee constantly fails to perform their duties without a valid reason.
6. **Loss of trust in an employee:** if the employer loses confidence in the employee's abilities or integrity.
7. **Long-term disability:** if an employee is unable to work due to a long-term disability exceeding the specified time limits.
8. **Under the influence of psychoactive substances:** If an employee is intoxicated at work or while performing work-related duties.
9. **Unexplained absence:** if an employee is absent from work during the whole working day or shift without a valid reason.
10. **Refusal or evasion of mandatory medical examination:** if an employee refuses or evades mandatory medical examination.
11. **Loss or cancellation of foreign resident status:** if the employee has a foreign nationality and loses his legal resident status.

Prolonged absence from work: if an employee fails to provide the necessary documents for work admission stipulated by the rules of sanitary and epidemiological safety aimed at preventing the spread of infectious diseases in the Republic of Armenia, resulting the employer to prevent their presence at the workplace, which leads to their failure to perform their job duties within the specified time limits (more than 10 consecutive working days (shifts) or more than 20 working days (shifts) within the last three months).

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

The employment contract can be terminated through either the conclusion of a termination agreement or by an individual legal act of dismissal.

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

Generally, employers bear liability for damages caused by their employees while performing their job duties. Once the employer compensates for such damages, they reserve the right to seek reimbursement from the employee.





b. Independent contractors/consultants*

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Definition of an independent contractor/consultant

There isn't a definition of independent contractor in Armenian legislation.

** 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?

The Armenian legislation does not provide any regulations on the independent contractor/consultant agreements. The main types of contracts which regulate similar relations are the following: Service provision contract and contractor agreement.

Under the service provision contract, the executor shall be obliged to provide services (perform certain actions or carry out certain activity) upon the assignment of the customer, and the latter shall be obliged to pay for such services.

Under contractor agreement one party (the contractor) shall be obliged to perform certain work as assigned by the other party (the customer) and transfer the result thereof to the customer within the prescribed term, and the customer shall be obliged to accept the result of the work and pay therefor.

What are the main elements of consultant agreements?

The service provision contract under Armenian legislation should be in writing. Even if the law does not explicitly state about it, it is possible to conclude that the main elements of the service provision contract are the following:

- The subject of the agreement
- The payment

As for the contractor agreement, similarly it should be in writing and the main elements of this contract are:





- The subject of the agreement which includes description and quality of the work
- The payment
- Term of the work performance

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

No, probation periods are only provided in the case of employment contracts, there are no such regulations applicable to independent contractors/consultants.

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

No, there are no such restrictions.

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

Both the service provision contract and contractor agreement should be in writing. Failure to adhere to this simple written form requirement means that, in the event of disputes, the parties lose the right to rely on witness testimony to confirm the transaction and its terms. However, they still retain the right to present written and other forms of evidence.

Concerning the signatory requirement, the article 450 of the RA civil code on the form of contract provides that the contract may be concluded in writing:

1. by drawing up a single document signed by the parties;
2. by exchanging a document by mail;
3. electronically.

The agreement may be concluded electronically by exchanging an electronic message, document or data using electronic communication or other means of communication, including by exchanging electronic data through an electronic platform (website, electronic application, or other similar means), carrying out an action with clear intent of contracting party (parties) to enter into the contract.

However, when electronically signing a contract, it's essential to ensure the following requirements or characteristics are met:

- Clear intent of the contracting party (or parties) to enter into the contract and to electronically sign it.
- Clear attribution of the electronic signature to the signatory.
- Accurate representation of the signed document and retention of records of the signature process.

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

According to Armenian legislation, in service provision contracts, the service provider is typically obligated to personally deliver the services, unless stated otherwise in the contract. Therefore, it is feasible to specify in the contract that the services may be rendered by other contractors or consultants.

In case of contractor agreement, it is possible to involve subcontractors. Specifically, if neither the law nor the contract imposes the obligation on the contractor to personally execute the work outlined in the contract, the contractor has the right to involve other individuals (subcontractors) to fulfill contractual obligations. In this case, the contractor shall act as a general contractor and other individuals involved as subcontractors.

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





Please see [the Addendum #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 are no such regulations established.

2 Conditions of work for consultants

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

In general, individuals must be at least 18 years old to enter into contractual relationships. Minors between the ages of fourteen and eighteen may engage in transactions with the written consent of their legal representatives, such as parents, adopters, or a curator. However, certain transactions can be undertaken by minors without parental consent, including:

- Managing their salary, stipend, and other income.
- Exercising author's rights over works of science, literature, art, inventions, or other intellectual property protected by law.
- Depositing funds into credit institutions and managing them in accordance with the law.
- Engaging in minor household transactions and other transactions permitted for minors aged six to fourteen.

Therefore, service provision contracts and contractor agreements can also be entered into by minors aged fourteen to eighteen with the consent of their legal representatives. However, if such consent is absent, the contract may be deemed invalid by the court upon the legal representative's claim.

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

There are no such regulations generally provided. However, it's possible that specific regulations may apply to certain types of services, depending on the nature of the service and whether it is subject to licensing (e.g. the provision of service or production of medicine).

Payment

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

There are no mandated minimum payment requirements for independent contractors in general. However, specific restrictions do apply to authorship contracts, which involve the transfer of intellectual property (IP) usage rights from the rights holder to a third party (user). In such cases, minimum rates for author's remuneration are established [by the Government of the Republic of Armenia](#).

Furthermore, there are no specific regulations provided for young individuals or individuals with disabilities.

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

No such requirement is provided.

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





No such requirement is provided.

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

No such requirement is provided.

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

No such requirement is provided.

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

No additional payment is required upon termination of the contract.

Working hours

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

No such requirement is provided. However, parties may agree to a specific schedule of provision of services.

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?

Not relevant.

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

Not relevant.

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

No.

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

No.

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

No.

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

Damage incurred to the life or health of a citizen while fulfilling contractual obligations warrants compensation. Specifically, in instances where mutilation or other health-related damage occurs, compensation is due for lost income the individual was receiving or could have received, along with additional expenses resulting from health deterioration. These expenses include medical treatment, supplementary nutrition, medication purchases, prosthetics, nursing care, sanatorium-resort therapy, acquiring special means of transport, or transitioning to another profession.

The compensation for lost salary (income) of an injured individual is calculated as a percentage of the average salary (income) they were receiving before the mutilation or health-related harm





occurred, or before their capacity to work was compromised. This percentage is determined based on the degree of loss of occupational capacity for work. In cases where there is a total loss of occupational capacity, the percentage is determined based on the degree of loss of general capacity to work.

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

Since independent contractors in Armenian law aren't categorized as "employees," specific retirement benefits aren't mandated for them. Instead, they may accrue general pension benefits through two main methods: (1) contributions made by a tax agent to pension funds, or (2) contributions made directly by the independent contractors themselves if they're registered as individual entrepreneurs.

3 Safe and supportive work environment

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

Considering that in such cases there are no established employment relations the employer (client) has no such obligation.

4 Remote work

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

No.

5 What to do when things go wrong

Resignation

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

The grounds of the termination of the agreement depend on the type of the contract and its provisions. Generally:

Under a service provision contract, the contractor can terminate the contract at any time, provided they compensate the customer for any losses incurred.

In a contractor agreement, the contractor typically cannot terminate the agreement without cause. However, the contractor has the right to not start or to halt work if the customer breaches their obligations, such as failing to provide materials or hindering performance. Additionally, if circumstances arise indicating that the obligations cannot be fulfilled within the agreed-upon timeframe, termination is permitted.

Termination of agreement

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

In a service provision contract, the customer can terminate the contract by compensating the contractor for the actual expenses they have incurred.

As for a contractor agreement, typically, the customer can terminate it at any time before receiving the work's result. In such cases, the customer must pay the contractor a price proportional to the volume of work completed up to the termination notice. Additionally, the customer is responsible for compensating the contractor for any damage resulting from the termination. This damage is calculated as the difference between the total agreed price for the work and the amount already paid for the work performed.





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

According to the general rule, a legal entity or an individual is obligated to compensate for any damages caused by their employee while carrying out work duties, whether it's a service or an official duty. In this context, an employee is defined as a citizen working either under an employment contract or a civil law contract, where they acted or were supposed to act on the instruction of the relevant legal entity or individual, and under their supervision to ensure the safe execution of tasks.





c. Volunteers

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Definition of a volunteer

According to the Law on Volunteer Work only a person that has signed a volunteer work agreement with the organization can be considered a volunteer.

1 Contracts

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

Yes, signing such an agreement is mandatory. If an organization is involved in voluntary work without a voluntary work agreement concluded in accordance with the procedure established by the law, a citizen of the Republic of Armenia, a foreign citizen or a stateless person is not considered as volunteer in terms of that work, and this work is considered illegal within the meaning of the Labor Code of the Republic of Armenia.

2 Conditions of employment

Is there a minimum age requirement for volunteers?

Any individual aged sixteen or older is eligible to engage in voluntary work within the Republic of Armenia.

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

Individuals under the age of fourteen may participate in volunteer activities under the supervision of one of the following: a parent, foster parent, adoptive parent, guardian, or guardianship and guardianship authority. Those between the ages of fourteen and sixteen may engage in voluntary work with written consent from one of the aforementioned guardians or authorities.

It's important to note that when involving volunteers under the age of 18, the restrictions outlined in the Labor Code of the Republic of Armenia should be carefully considered. Specifically, according to the labor code, individuals under the age of fourteen are limited to participating only in creative work or performances within certain specified fields such as cinematography, sports, theatre, concerts, circuses, television, or radio. Furthermore, individuals under the age of eighteen should





only be engaged in tasks that do not jeopardize their health (including physical and mental development), morality, safety, or interfere with their compulsory education.

Additionally:

- Individuals under the age of eighteen are prohibited from working on weekends, non-working holidays, and commemorative days, except when participating in sports and cultural events.
- Individuals under the age of eighteen are entitled to preferential working conditions.

Payments and reimbursement

Are organizations allowed to pay stipends to volunteers?

The law doesn't mandate the payment of salaries to volunteers. However, it stipulates that volunteers have the entitlement to receive funds from the organization to cover the expenses necessary for their volunteer work. Additionally, they may receive compensation for any additional expenses related to the volunteer work, provided there is evidence confirming these expenses.

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

When volunteers perform work outside their residence, the organization compensates them according to the travel expense regulations of Armenian labor legislation. Specifically, for business trips, reimbursement covers various expenses such as per diem, travel costs, hotel bookings during stops, visa processing fees, communication services, document translation, and other relevant expenses with appropriate documentation. If the trip is within 30 km from the residence, only travel expenses are reimbursed. For trips over 30 km within Armenia and returning on the same day, reimbursement includes both daily and travel expenses.

Working hours

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

The law does not establish regulations in this regard. However, it is presumed that working hours should not surpass the maximum limits set by the Labor Code of RA. The maximum duration for a workday, inclusive of overtime, should not exceed 12 hours (including breaks for rest and meals), and for the week, it should not exceed 48 hours. Additionally, for certain groups of employees the Labor Code stipulates specific working hours.

Are volunteers entitled to any type of leave?

Breaks for rest or meals during volunteer work, as well as daily, weekly, and annual continuous rest periods, are determined by mutual agreement of the parties. These agreements must adhere to the minimum rest period mandated by the legislation of the Republic of Armenia for the corresponding type of work.

Social security

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

No.

Are organizations obliged to provide health insurance to volunteers?

No.

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

The organization is obliged to compensate for the damage caused to the volunteer during the performance of volunteer work.





3 Safe and supportive work environment

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

The organization must ensure that necessary, safe, and healthy conditions are provided for volunteers to perform their work, in compliance with the regulations set forth by the legislation of the Republic of Armenia.

4 Tax

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

The law does not require organizations to provide stipends for volunteers. However, when volunteers perform work outside their residence, the organization compensates them according to the travel expense regulations outlined in Armenian labor legislation. It's important to note that no taxes are applicable to these compensations.

5 What to do when things go wrong

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

The contract for voluntary work terminates upon the expiration of the agreed-upon term. Additionally, either party has the right to terminate the agreement at their discretion. This requires written notification to the other party at least three working days in advance unless the voluntary work agreement stipulates a different notification process.

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

There are no specific rules delineating the responsibility of organizations for damages resulting from a volunteer's actions during their work. In such instances, Armenian law generally applies provisions designed to address damages caused by employees and individuals acting under civil agreements. Consequently, organizations are held liable for the actions of volunteers in these circumstances.





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

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1 Status and the right to work

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

No, individuals are responsible for ensuring their own legal status.

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

According to the rule, when there is a requirement to obtain a work permit, an employer seeking to hire a foreign worker must complete an application on the unified electronic platform managed by the authorized state migration body of the Republic of Armenia. Subsequently, the deadline for applying to fill a vacant position should be at least 15 working days. This allows the government-appointed state administration body responsible for labor and employment to evaluate Armenia's labor market needs. If feasible, this body may recommend suitable Armenian citizens to the employer through the unified electronic platform, following government guidelines. Additionally, foreigners obtain necessary documents such as a temporary residence status card or public services number plate from the authorized state migration body in person, as required by law.

Is it always necessary to obtain a work permit?

The general rule is that a person who does not hold citizenship of the Republic of Armenia and intends to work for an Armenian Company or provide services to an Armenian Company, needs a work permit.

However, there are certain exclusions to this general rule, which a person must consider understanding whether they need a work permit:

1. The citizens of the countries that are a member to Eurasian Economic Union (i.e. if one is a citizen of Russia, Belarus, Kazakhstan or Kyrgyzstan) are excluded from the requirement of having a work permit.
2. Individuals who already have a permanent or special residence permit in Armenia.
3. In case more than half of the Armenian commercial company's voting shares are owned by a foreign person (individual or legal entity) the founders of the company may work for the company without a work permit. Furthermore, the heads of executive bodies of such companies are excluded from the requirement of getting a work permit.
4. Employees of commercial companies of a foreign state, to work in the representative offices of these companies located in the Republic of Armenia.





5. Individuals who already have a temporary residence permit in Armenia based on the ground that they (i) study in Armenia, (ii) are the spouse or close relative of a person who has a permanent residence permit in Armenia, (iii) have Armenian ancestry.

The list is not exhaustive. The full list of grounds of exclusions is indicated under Point 1 of Article 23 of the RA Law on Foreigners.

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

No, asylum-seekers and other forcibly displaced persons who do not have refugee status or other recognized protection statuses typically do not have the right to work in the Republic of Armenia.

2 Contracts

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

No.

3 Conditions of employment

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

No.

Are employers obliged to report about employed non-citizens?

No.

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

No.

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

No.

4 Safe and supportive work environment

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

No.

Does the employer have additional obligations for non-citizens?

No.

5 What to do when things go wrong?

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





In terms of the process, there is no difference. However, it should be noted that the expiration of the residence status serves as a basis for the termination of the employment agreement.

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

No.

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

Yes.





Addendum #1

Employment contract sample

EMPLOYMENT CONTRACT

City of Yerevan
date: _____

_____ (hereinafter referred to as Employer), in the name of _____,
who acts on the basis of the charter, by one side and _____ (hereinafter referred
to as Employee) by another side concluded the present contract about the following:

1. THE SUBJECT MATTER OF THE CONTRACT

1.1. The Employer provides the Employee with work, the description of which is given in the point 1.3 of the present contract and undertakes to pay for the work performed, and the Employee undertakes to perform the work assigned by the Employer under the conditions specified in the present contract, observing the work disciplinary rules established at the workplace.

1.2. The employee is hired as _____.

1.3. The work assigned to the Employee under this contract includes the following:

1.4. For the employee, the work provided in the present contract is considered

_____.

1.5. According to the current legislation of the Republic of Armenia, the working conditions of the employee are characterized as _____.

2. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The employee undertakes to:

2.1.1. start work at _____,

2.1.2. conscientiously perform his work duties under the present contract,

2.1.3. observe the internal disciplinary rules of the Employer, work discipline,

2.1.4. fulfill the established work norms,

2.1.5. treat the property of the Employer and other employees in good faith, as well as the life and health of people, immediately notify the Employer of the origin of the threat to the protection of the Employer's property,

2.1.6. perform the duties assigned to them by official instructions or orders, obey the legitimate requirements of his immediate supervisor,

2.1.7. to use the working time during the working day for the purpose of the proper performance of his work duties and not to perform any other work deviating from his work duties not assigned to him by the managers of the Employer,

2.1.8. within the framework of his duties, if necessary, perform work on non-working days and holidays,

2.1.9. perform his duties in person,

2.1.10. carry out the rights assigned to him by the RA labor legislation and the present contract responsibilities,

2.2. The employee has the right to:

2.2.1. receive remuneration according to clause 4 of this contract,

2.2.2. to demand from the Employer to ensure his right to leave established by the legislation, exercise other rights reserved to him by RA legislation and the present contract.

2.3. The employer undertakes to:

2.3.1. provide the employee with the work stipulated by the present contract and to organize the work,





- 2.3.2. pay the Employee's salary in accordance with clause 4 of this contract,
- 2.3.3. provide paid and unpaid leave to the Employee in accordance with the established procedure,
- 2.3.4. ensure safe and normal working conditions,
- 2.3.5. during hiring, as well as during work, familiarize the Employee with the internal disciplinary rules of the Employer, labor protection and fire prevention security requirements,
- 2.3.6. provide the Employee with the necessary material and technical means in a timely manner so that the employee can fulfill the work norms,
- 2.3.7. When processing the employee's personal data, keep the provisions of the RA Labor Code requirements,
- 2.3.8. perform other duties assigned to him by the RA labor legislation and this contract,
- 2.4. The employer has the right to:
 - 2.4.1. check at any time the progress of the work assigned to the employee and subject him to disciplinary responsibility if the employee performs his duties improperly. If the same employee is subject to disciplinary liability twice within a year, the employee should be dismissed from work.
 - 2.4.2. involve the Employee in overtime work with the agreement of the parties, the duration of which cannot exceed 12 hours in two consecutive days, including the main working time,
 - 2.4.3. in case of changes in the scope of services provided by the employer and the conditions of work organization, the employer has the right to offer to sign a labor contract with the changed conditions. If the Employee does not agree to perform the work under the changed conditions, the Employer has the right to release the Employee in accordance with Article 113 of the RA labor legislation, observing the established procedure for termination of the employment contract.
 - 2.4.4. To require the employee to perform work not provided for in the employment contract only in cases provided for by the RA Labor Code and legislation,
 - 2.4.4. determine the sequence and order of work assigned to the employee,
 - 2.4.5. give instructions for deadlines,
 - 2.4.6. carry out the duties assigned to him by the RA labor legislation and this contract rights.

3. DURATION OF WORK, REST, HOLIDAYS

- 3.1. A _____ work schedule is defined for the fulfillment of the employee's duties.
- 3.2. The Employee undertakes to perform work on weekends and holidays based on necessity.
- 3.3. The Employee is provided with a minimum annual leave of _____ working days.
- 3.4. The parties hereby agree that annual leave shall be granted to the Employee in accordance with the order of annual leave granted by the Employer.
- 3.5. By signing this contract, the Employee gives his consent to withdraw from leave in case of extreme necessity.
- 3.6. Annual leave can be provided in parts at the request of the Employee. The unused portion of the vacation is provided when it does not interfere with the Employer's normal working process.
- 3.7. At the request of the employee, he is granted unpaid leave only in the cases and terms defined by the RA labor legislation.

4. SALARY PAYMENT, PROCEDURE AND FORM OF SALARY PAYMENT

- 4.1. The monthly rate of the basic salary stipulated in the present contract is _____ AMD, (the amount in words) which is calculated every month and paid to the employee by the 15th of the following month.
- 4.2. The salary is paid by the Employer to the Employee in RA currency in non-cash by transferring it to the bank account number provided by the Employee.
- 4.3. If this work is considered to be seriously harmful to health, a supplement is paid in the amount of 30% of his tariff salary, and if it is considered to be particularly harmful to health, in the amount of 50%.
- 4.4. If the employee is engaged in night work, a supplement of 30% of the hourly rate is calculated and paid for each hour of night work.
- 4.5. In case of involving the employee in overtime work, in addition to the hourly rate, an additional 50% of the hourly rate is paid for each hour of overtime work.
- 4.6. If the employee engages in work on weekends and non-working holidays and memorial days, he is paid or compensated in accordance with Article 185 of the RA Labor Code.
- 4.7. Downtime caused by reasons considered to be insurmountable force majeure as defined by RA legislation, as well as due to the employee's fault and a strike declared by the employee, is not payable.





5. LIABILITY OF THE PARTIES

- 5.1. Obligations arising as a result of causing material damage to the Company as a result of the Employee's non-performance or improper performance of his work duties are regulated by the Labor Code of the Republic of Armenia, unless otherwise provided by the Labor Code of the Republic of Armenia not intended.
- 5.2. The material responsibility of the Employer arises in the cases provided by the RA Labor Code. The Employer compensates the damage he caused in the manner prescribed by the RA Civil Code.

6. LABOR DISPUTES SETTLEMENT PROCEDURE

- 6.1. In case of disputes between the parties, it is subject to settlement through direct negotiations between the Employer and the Employee within ten days.
- 6.2. In case the dispute between the parties is not settled within the period specified in point 6.1. of the present contract, it is subject to judicial resolution in accordance with the procedure established by the legislation of the Republic of Armenia.

7. MODIFICATION, RESOLUTION AND TERMINATION OF AGREEMENT

- 7.1. The present contract can be amended and supplemented only by mutual consent of the parties except for the cases stipulated by the RA Labor Code. The amendments and addendums to the present contract are made by additional agreements, which will constitute this integral part of the present contract.
- 7.2. The present contract is terminated in accordance with the procedure and cases provided by the RA labor legislation.

8. PERIOD OF CONTRACT

- 8.1. The contract comes into force from the moment of signing by the parties.
- 8.2. This contract is concluded for an indefinite period.

9. FINAL PROVISIONS

- 9.1. When signing the present contract, the Employee familiarized himself with the working conditions and internal disciplinary rules of the Employer.
- 9.2. All issues not regulated by this contract are subject to regulation in the manner prescribed by the RA legislation.
- 9.3. In cases not provided by the present contract, the Parties shall be liable for non-fulfillment or improper fulfillment of their obligations in accordance with the procedure established by RA legislation.
- 9.4. The present contract is made up of two copies, which have equal legal force, one copy for each party.

"Employer"

Address: _____

Director: _____

(signature)

"Employee"

Passport no. _____, issued by

Address:

Social Security card:

(signature)





Addendum #2

Service provision agreement sample

PAID SERVICE PROVISION AGREEMENT

_____ "_____" _____
(place of signature) (date)

(the name of the company or the name and surname if the physical person)

hereinafter referred to as "Client", in the name of _____,
(name, surname, position)

_____ who acts on the basis of _____,
(charter, power etc.)

by one side, and _____,
(the name of the company or the name and surname of the physical person)

hereinafter referred to as "Executor", in the name of _____,
(surname, name, position)

_____ who acts on the basis of _____,
(charter, power etc.)

by another side, have signed this contract on the following:

1. The subject matter of the contract

- 1.1. According to the present contract, the Executor undertakes to deliver the services mentioned in point 1.2 of this contract on the order of the Client, and the Client undertakes to pay for these services.
- 1.2. The Executor undertakes to provide the following services:
_____ hereinafter referred to as "Services".
(list services)
- 1.3. The term of execution of the works is: "___" until "___". The executor has the right to finish the work before the deadline.
- 1.4. The services are considered rendered from the moment of signing the handover-acceptance act by the Client or his authorized representatives.

2. The rights and obligations of the Parties

- 2.1. The executor is obliged:
 - 2.1.1. To provide the services with proper quality;
 - 2.1.2. To provide the services in full scope within the deadline mentioned in point 1.3 of this contract;
 - 2.1.3. At the Client's request eliminate all the detected defects free of charge during _____ days
(in numbers and words)
 - 2.1.4. perform the Services in person.
- 2.2. The Client is obliged to pay for the services in accordance with the price specified in point 3 of this contract, within _____ days from the moment of _____
(in numbers and words)
signing the act of handing over and accepting the services.
- 2.3. The Client has the right:
 - 2.3.1. to check the progress and the quality of the Executor's Services at any time without interfering to its activities;





- 2.3.2. to refuse to perform the contract at any time before the signing of the act, by paying the Executor the part of the specified price that corresponds to the amount of Services provided before receiving information about the Customer's refusal to perform the contract.

3. The price of the Contract and the payment

- 3.1. the price of the present contract consists of:
- 3.1.1. the payment of the Executor _____ AMD,
(in numbers and words)
- 3.1.2. the money of the outlays _____ AMD,
(in numbers and words)
- 3.2. The price of the present contract is _____ AMD,
(in numbers and words)
- 3.3. The price of the present contract is paid by the Client to the Executor by transferring the settlement account of the Executor specified in the present contract.

4. Liability of Parties

- 4.1. for violation of the period of provision of the Services specified in clause 1.3 of the present contract, the Executor shall pay to the Client a fine in the amount of _____ percent of the contract price and a penalty in the amount of _____ percent for each day of delay.
- 4.2. Payment of the penalty does not release the Executor from the responsibility of fulfilling his obligations and eliminating the violations.

5. Effect of force majeure (FORCE MAJEURE)

5.1. The parties are released from liability for failure to fully or partially fulfill the obligations under this contract, if it was the result of force majeure that arose after signing this contract and which the parties could not foresee or prevent. Such situations are earthquake, flood, fire, war, declaring a state of military and emergency, political disturbances, strikes, suspension of work of means of communication, acts of state bodies, etc., which make it impossible to fulfill the obligations under this contract. If the effect of the force majeure continues for more than 3 (three) months, each of the parties has the right to terminate the contract by notifying the other party in advance.

6. Dispute resolution

6.1. Disputes arising in connection with the present contract are resolved through negotiations. In case of failure to reach an agreement, the resolution of disputes shall be referred to the court of _____.
(name of the court)

7. Final Provisions

- 7.1. Any changes and additions to the present Contract are valid provided they are made in writing and signed by the authorized representatives of the Parties. Annexes to this Agreement are an integral part thereof.
- 7.2. The present contract is made up of two copies with equal legal force. Each party has one copy of the contract.

8. The addresses, banking requisites and signatures of the Parties

Client

Executor





(address)

(address)

(bank requisites)

(bank requisites)

(signature)

(signature)

If the party is a physical person, then _____
(surname, name, father's name, address, passport number, date of issue, authority of issue)





For more information please visit pilnet.org