



## OPEN-ENDED EMPLOYMENT CONTRACT

Between

[NAME]

EMPLOYER

And

[NAME]

EMPLOYEE

You should be aware that we provide these documents in good faith and trust them to be updated at the time of publication. However, you should be mindful that supervening laws and events may make them out-of-date. We recommend you to seek legal counsel to review and adapt those forms for your own use and to advise you on any specific legal questions you may have regarding the legislation and forms that are published in this website. We also recommend you to look for updates of any legislation that is quoted or published in our website

## ÍNDICE

1.	Scope of the Employment Contract.....	3
2.	Entering into force.....	3
3.	Job Location .....	3
4.	Normal working hours.....	3
5.	Salary .....	3
6.	Vacations .....	4
7.	Use of computers and Internet system .....	4
8.	Probation Period .....	5
9.	Exclusivity .....	5
10.	Confidentiality .....	5
11.	Miscellaneous .....	6



## OPEN-ENDED EMPLOYMENT CONTRACT

Day / Month / Year

Between:

[NAME OF THE EMPLOYER], whose registered office is at [COMPLETE], registered with the National Registrar (*Registo Nacional de Pessoas Colectivas*) under number [COMPLETE NIPC], registered before the Social Security under number [COMPLETE SOCIAL SECURITY NUMBER], (the "Employer"); and

[NAME OF THE EMPLOYEE], [MARITAL STATUS], domiciled at [INSERT ADDRESS], tax number [INSERT NUMBER], with identification card number [INSERT NUMBER], and with the Social Security number (the "Employee").

The parties hereby agree to enter into a Open-Ended Employment Contract (the "Contract") under the Portuguese Labour Code, as follows:

### 1. SCOPE OF THE EMPLOYMENT CONTRACT

Subject to the terms and conditions of this Contract, the Employer hires the Employee as [JOB TITLE]. The functions and duties of the Employee shall include [DESCRIBE THE FUNCTIONS THAT WILL BE PROVIDED BY THE EMPLOYEE].

### 2. ENTERING INTO FORCE

The Contract shall enter into force [DATE] and shall remain in force for an unfixed term.

### 3. JOB LOCATION

3.1. The Employee shall perform her / his employment functions at the facilities of the Employer located in [IDENTIFY THE LOCATION].

3.2. The Employer reserves the right to change the Employee's place of work to any other place where the Employer carries out or may carry out business activities in the future.

### 4. NORMAL WORKING SCHEDULE

The Employee's normal working hours consists of eight hours a day and 40 hours a week. The Employee's normal working schedule will be as follows: from Monday to Friday, beginning at 9.am and ending at 6.pm, with a break of one hour for lunch from 1.pm to 2.pm [COMPLETE WORKING SCHEDULE].

### 5. SALARY

5.1. In consideration for the performance of the Employee's functions under this Contract, the Employee will receive a [GROSS] monthly payment in the amount of € [VALUE], payable on the last working day of each calendar month.

5.2. As a food allowance, the Employee will receive the amount of € [VALUE] for each day of actual work.



- 5.3. The Employee shall receive a Christmas bonus and vacations allowance paid in accordance with the law.
- 5.4. The Employer shall make available to the Employee the use of a company car selected by the Employee, which shall be used for professional purposes only. In no event the costs for the Employer in connection with the lease, maintenance and insurance of the car shall exceed the monthly amount of € [VALUE]. The Employee shall be responsible for any other costs regarding the unprofessional use of the car.
- 5.5. The Employer shall make available to the Employee the use of a mobile phone, which shall be used for professional purposes only.
- 5.6. The Employer shall reimburse the Employee for all expenses reasonably incurred in the performance of his / her functions that are previously authorised and duly documented.

6. **VACATION PERIOD**

The Employee is entitled to an annual vacation period to be determined in accordance with the Labour Code.

7. **USE OF COMPUTERS AND INFORMATION SYSTEMS**

- 7.1. The Employee shall use electronic equipment, computers, information systems and other services, including without limitation Internet access and electronic mail made available by the Employer for the performance of her / his functions under this Contract, for professional purposes only.
- 7.2. The Employee shall not, during the performance of her / his functions under this Contract or when using equipment supplied by the Employer, use any databases and / or computer programs and applications, which are not duly licensed.
- 7.3. The Employee shall be responsible for any fines or sanctions in which the Employer may incur regarding the use of equipment prohibited under this clause.
- 7.4. The Employee is forbidden to send email messages containing:
  - (a) Offensive, provocative, depreciative and defamatory messages or pornographic material or inadequate language; or
  - (b) Information protected by intellectual property rights, trade secrets or confidential information, without the prior consent of the Employer.
  - (c) The Employee shall not use the Internet access made available by the Employer or the Employer's equipment for purposes of:
  - (d) Accessing or transmitting obscene or pornographic material, inciting to violence or to the completion of any illegal activity;
  - (e) Transmitting illegal, abusive, obscene, pornographic or threatening information; or
  - (f) Copying, publishing, transmitting, reproducing or distributing information, software or other material protected by intellectual property rights or other property rights, without the prior consent of its / his / her holder.



**8. PROBATION PERIOD**

During the probation period, which corresponds to the first 30 days [15 DAYS IF THE DURATION OF THE CONTRACT IS LESS THAN 6 MONTHS] of the Contract, either party may terminate this Contract without giving notice or compensation.

**9. EXCLUSIVITY**

9.1. The Employee shall not exercise any other jobs and agrees not to provide any services to third parties related or not with the purpose of this Contract or with the activities of the Employer or any of related Companies without the written consent of the Employer.

9.2. The Employee represents and warrants that is not subject to any obligation of exclusivity or any other commitment that might be deemed in conflict with any of her / his obligations under this Contract.

**10. CONFIDENTIALITY**

10.1. The Employee agrees that all the business, technical, financial, personnel and other information related to present or future business of the Employer, of related or holding companies thereof, or holding companies, subsidiaries, affiliates or companies subject to the common control of any of them ("Related Companies") are valuable trade secrets and confidential information of the Employer.

10.2. For the purpose of this Contract, the term "trade secrets and confidential information" shall also include, without limitation, operating processes, software and computer files related to the Employer, or Related Companies, and to the business and prospects and strategies thereof, and information such as sales and pricing data and procedures, client lists, business plans and marketing, research and development plans, present and future, as well as the financial statements thereof, and confidential information delivered to the Employer or Related Companies by the respective clients, suppliers, or agents thereof, and all the information in connection with the shareholders, directors, officers, Employees and personnel of the Employer or Related Companies.

10.3. The Employee agrees to keep confidential all trade secrets and confidential information and not to use nor disclose any of such information for any purpose other than the compliance of this Contract and for the benefit of the Employer's business.

10.4. The Employee hereby acknowledges that all registrations, reports, notes and other processed materials, as well as the respective copies or reproductions, which contain trade secrets and confidential information are and shall be exclusive owned by the Employer, and the Employee shall keep those materials always under his safe keeping and control and, upon termination of this Contract, such materials shall be promptly returned to the Employer.

10.5. Upon the termination of this Contract, for any reason whatsoever, the Employee shall remain bound by the confidentiality obligations set in this clause.



11. **MISCELLANEOUS**

- 11.1. This Contract is governed by Portuguese labour laws in force, *i.e.*, the Labour Code.
- 11.2. This Contract may not be amended or modified in any way other than by written agreement of the parties.
- 11.3. The Employee declares (i) that the Employer provided her / him with the information on the relevant aspects of the Contract as required by the Portuguese Labour Code, including without limitation, information concerning the rights and obligations arising from the Contract, the vacation period, the expected duration of the Contract, the prior termination notice periods, the daily and weekly working schedule, [as well as information about the applicable collective agreements] [INCLUDE ONLY IF THERE ARE COLLECTIVE AGREEMENTS THAT APPLY TO THE EMPLOYEE], and (i) that she / he has full knowledge thereof.

Executed in Lisbon on [DAY] [MONTH] [YEAR].

---

Employer  
[NAME]  
[TITLE]

---

Employee  
[NAME]