

THIS **CONTRACT OF EMPLOYMENT** has been made

Between

\_\_\_\_\_  
(Name and address)  
(hereinafter "the Enterprise")

and

\_\_\_\_\_  
(Name and address)  
(hereinafter "the Employee")

**1. Commencement**

The Enterprise has employed cand. \_\_\_\_\_ as \_\_\_\_\_ effective from \_\_\_\_\_ 200 \_\_\_\_.

**2. Place of work and duties**

The place of work is \_\_\_\_\_. The Employee shall work with \_\_\_\_\_, see the *enclosed* job description.

**3. Salary, salary negotiation and salary adjustment**

The annual salary shall be DKK \_\_\_\_\_, to be paid monthly in advance/in arrear.

The salary shall be negotiated annually every 1 \_\_\_\_\_, for the first time on 1 \_\_\_\_\_ 200 \_\_\_\_\_. As a minimum, however, the salary shall be adjusted upwards in percentage terms corresponding to the development of salaries for all private-sector lawyers and economists with similar seniority, see the private-sector pay statistics of the Association of Danish Lawyers and Economists. In case of essential changes to the duties mentioned in clause 2, the parties shall renegotiate the salary.

The Employee shall also be eligible for a commission and/or bonus on the terms and conditions stipulated in the *attached* agreement.

**4. Pension**

A pension scheme shall be established with the Pension Fund of Danish Lawyers and Economists (JØP), into which the Enterprise shall pay \_\_\_\_\_% and the Employee \_\_\_\_\_% of the salary stated in clause 3. The pension contributions shall be paid by the Enterprise into the Pension Fund (JØP) every month in advance/in arrear.

**5. Working hours**

Normal working hours shall be (37) hours a week inclusive of a 30-minute lunch break. Working hours shall be within normal working hours, Monday till Thursday from \_\_\_\_\_ hrs to \_\_\_\_\_ hrs, and Friday from \_\_\_\_\_ hrs to \_\_\_\_\_ hrs.

Hours spent on official business trips are included in the normal working hours.

## **6. Overtime hours**

Work outside (37) hours a week shall be considered overtime hours. Overtime hours shall be calculated at the end of the month and paid separately.

Overtime work shall be honoured at the employee's option, either by lieu days or overtime pay, according to the following rules:

For overtime hours there shall be compensatory time off in lieu of overtime corresponding to the scope of overtime work with an allowance of 50%, or an hourly pay calculated as the normal hourly pay (1/\_\_\_\_\_ of the salary stated in clause 3) with an allowance of 50%.

For overtime hours on Saturdays, Sundays and public holidays and other holidays agreed in advance, the allowance shall be 100%.

Compensatory time off in lieu of overtime will be taken as agreed. If no agreement can be reached, the compensatory time off in lieu of overtime shall be taken not later than six months after it was earned.

## **7. Holidays and days off**

### **Holiday**

The Employee is entitled to holiday in accordance with the provisions of the Holidays with Pay Act plus one week. The special holiday allowance under the Holidays with Pay Act shall be paid by \_\_\_\_\_%.

From the time of commencement, the employee is entitled to salary during holidays.

From the commencement of employment, the Employee is entitled to compensatory holiday for documented sickness of more than one week's duration during his/her holidays.

### **Days off**

24 December, 31 December, Friday after Ascension Day, and Constitution Day on 5 June are days off.

## **8. Competence development/continuing education**

As part of the execution of his/her work, the Employee is entitled to participate in competence development/continuing education programmes at his/her own choice and paid for by the Enterprise up till two weeks a year, and obliged to keep his/her educational qualifications up to date.

Hours spent on continuing education are included in the normal working hours.

Individual competence development plans for the Employee shall be agreed at least once a year.

## **9. Pregnancy, child birth, adoption and compassionate leave**

The Employee is entitled to leave/absence/compassionate leave in connection with pregnancy, child birth and adoption to the same extent and under the same provisions as lawyers and economists employed in the public sector, see the rules that apply at any time in the collective agreement between the Ministry of Finance and DJØF.

The Employee is also entitled to an additional five days of paid compassionate leave annually to be used at his/her own option. The right to compassionate leave shall apply from the time of employment. If the Employee has not taken the days of compassionate leave by the end of the year, compensation shall be paid in cash.

## **10. Child's sickness**

The Employee is entitled to one day off with pay in case of child's sickness.

## **11. Telephone, pc, newspapers and periodicals**

The Employee is entitled to telephone, pc and subscription to \_\_\_\_\_ newspapers and \_\_\_\_\_ periodicals paid for by the Enterprise.

## **12. Travel and entertainment**

Travel and entertainment expenses incurred in the interest of the Enterprise shall be reimbursed by the Enterprise against presentation of vouchers. When transportation is by own car, a mileage allowance is granted in accordance with the existing guidelines laid down by the Danish Ministry of Finance (at present DKK \_\_\_\_\_ /km).

## **13. Invention/intellectual property right/computer software**

The Enterprise shall accept negotiations with the Employee for special payment if the invention/intellectual property right/computer software etc. developed by the Employee in his/her employment, possibly in collaboration with other persons, turns out to offer utilisation potential which was not foreseen when the invention/the intellectual property right/computer software was developed, and which may be attributable to its qualities.

The special payment shall be adapted to the value of the commercial use after deduction of direct costs, including sale, marketing, and the conclusion and implementation of an agreement. Normally, payment shall be not less than 25% of this amount, which to begin with shall be calculated in capitalised form.

## **14. Termination**

The provisions of the Salaried Employees Act shall apply in case of termination of employment. The term of notice on the part of the Enterprise shall be prolonged by \_\_\_\_\_ month(s).

**15. The Salaried Employees Act and the Holidays with Pay Act**

To the extent that the above conditions do not put the Employee in a better position than the Salaried Employees Act and the Holidays with Pay Act, then these Acts shall apply in full for the employment.

\_\_\_\_\_, \_\_\_\_\_ 200\_\_

\_\_\_\_\_  
**the Enterprise**

\_\_\_\_\_  
**the Employee**