**MODEL FIXED-TERM EMPLOYMENT CONTRACT**

The undersigned:

<name of employer>, with registered office at <address/place> legally represented in this matter by <name and position>, hereinafter referred to as “the Employer”;

and

<name of employee> , born on <date>, residing at <address/place>, hereinafter referred to as “the Employee”;

whereas the Parties have taken note of the contents of the collective labour agreement for architectural firms, hereinafter referred to as the CLA (which can be found at [www.sfa-architecten.nl](http://www.sfa-architecten.nl))

have agreed as follows:

**Article 1 Commencement of employment**

Paragraph 1. The Employee will be employed by the Employer with effect from <date>. The employment contract is entered into for the duration of <period in years/months> and ends by operation of law without notice being required on <date>.

Paragraph 2. The Employer will inform the Employee in writing no later than one month before the agreed termination date whether or not the employment contract will be renewed and, if so, on what conditions.

**Article 2 Trial period**

The mutual trial period is <1 or 2 months maximum>.
A trial period is not mandatory. The statutory rules are: no trial period under six months, 1 month in the case of a contract for a period from six months to 2 years, 2 months in the case of a fixed-term contract for a period of 2 years or more.

**Article 3 Position**

The Employee will hold the position of <job title>, as classified in job family / at level <name of job family/level>. The activities consist of <description of the most important tasks and responsibilities><If applicable: the tasks and responsibilities described in Appendix ...>.
If the Employee holds a hybrid or combined position, involving several job families/levels, that position will be determined and described as such.

**Article 4 Salary**

On commencement of employment, the employee's gross monthly salary is <amount> euros in accordance with scale <scale letter> and year of service <number of year of service>.

**Article 5 Place of employment**

In principle, the Employee will perform his/her duties at the Employer’s office as set out in this employment contract. The Employer has the right to have the Employee carry out his/her work elsewhere in the Netherlands if, in the opinion of the Employer, the interests of the Company make this desirable or necessary.

**Article 6 Average working time**

The Employee's average working time per calendar week will be <number> hours. In consultation between Employer and Employee, taking into account the interests of both Parties, the Employee may work flexible hours per week while maintaining the total number of hours on an annual basis.

**Article 7 Travel expenses**

The Employer's contribution to the Employee's commuting expenses is <amount> euros per month.
Travel hours and travel expenses for the activities as included in this employment contract will be reimbursed under the existing arrangements made according to the relevant provisions of the CLA.

**Article 8 Holiday entitlements**

The Employee is entitled to <number> hours of holiday per holiday year in accordance with the provisions of the CLA. The holiday year coincides with the calendar year.

**Article 9 Holiday allowance**

The employee is entitled to an 8% holiday allowance in accordance with the provisions of the CLA.

**Article 10 Pension**

The Employee participates in the Pension Fund for Architectural Firms (PFAB).

**Article 11 Good employment practice**

Paragraph 1. The Employer and Employee must conduct themselves towards one another in accordance with the principles of good employment practice.

Paragraph 2. The Employee makes use of the development hours as included in the CLA, the Employer encourages and supports that use as much as possible. The Employee is responsible for the choice and use of the development hours and shall report back appropriately about it.
The number of development hours is proportional to the number of hours to be worked.

**Article 12 Ancillary activities**

Paragraph 1. The Employee may participate in contests in which the Employer is not involved, provided that the interests of the Employer are not prejudiced. The Employee informs the Employer of his/her participation and time estimation before the start of the contest.

Paragraph 2. If the Employee works part-time and also performs similar activities independently or in the service of another Employer, he/she shall inform the Employer in advance in order to prevent and resolve possible conflicts of interest.

**Article 13 Right of attribution of the Employee (architect)**

Paragraph 1 If applicable, the Employer shall, in all public statements about it, do justice to the Employee's (architect's) share in designs to which the Employee has made decisive contributions, whether to the whole or any relevant part. The code of conduct of the Royal Association of Dutch Architects (BNA) on Responsibility, Integrity and Professionalism shall be the guiding principle in this respect.

Paragraph 2. The reverse is also true. It is permitted to mention the Employee's name on websites or in presentations after termination of the employment contract with reference to designs to which the Employee has contributed during his/her employment or on behalf of the architectural firm, but only if and insofar as this is in accordance with the facts. The name of the Employer’s architectural firm shall then be mentioned as the main design agency.

**Article 14 Internal rules of conduct**

The Employee conforms to the rules applicable at the Employer’s firm, laid down in house rules or otherwise laid down in writing, and applicable to all employees. The Employee will not in any way whatsoever use information from the firm and concerning the firm’s projects for purposes other than those for which it is intended without the prior consent of the Employer. Nor will the Employee use information from the firm in any form whatsoever for his or her own purposes other than as agreed with the Employer.

**Article 15 Additional employment conditions**

<For example training programmes, courses, continuing education>

<For example 13th month, bonus scheme, fringe benefits such as transport, computer, telephone>

**Article 16 Applicable law**

This employment contract is governed by Dutch law.

**Article 17 The CLA for architectural firms**

This employment contract is subject to the CLA for personnel employed by architectural firms. By signing this employment contract, the Employee declares to have taken note of the contents of the CLA.

As agreed and drawn up and signed in duplicate in <Place>, on <date>:

.............................. ..............................

<name of employer> <name of employee>

Optional:

Appendix 1 Description of employee’s tasks
Article 2 Additional employment conditions

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| **Disclaimer**This is a model agreement. Nothing in this document creates any rights or obligations. As far as the concrete details are concerned, the Employer and the Employee may request advice from the Stichting Fonds Architectenbureaus prior to signing. This advice will then focus as much as possible on the present situation.  |

**Explanatory note**

Article 1

* If the employment contract is for six months or more and the end date has been set, the Employer must give notice of either termination or continuation. It involves a written notification, which can also be sent by e-mail, so that the employee knows whether or not the employment contract will be renewed and he or she can look for another job if necessary. If the employer wishes to continue the employment, he must also indicate the conditions under which he wishes to continue the contract, so that the employee can decide on the basis of that offer whether or not he wishes to continue with the contract [(Art 7:668 Dutch Civil Code)](http://www.arbeidsrechter.nl/bw#668).
* If giving notice of termination is compulsory, include paragraph 2 in the employment contract. If the employment contract is for less than six months, paragraph 2 can be deleted because then notification is not required.
* The Work and Security Act (WWZ) stipulates that a fixed-term employment contract is limited to 2 years and/or 3 contracts. If the contract exceeds these limits, the employment contract is converted into an employment contract for an indefinite period of time. This consequence has immediate effect: the employment contract for an indefinite period takes effect immediately.

General

* A fixed-term employment contract may also be entered into for the duration of the absence of an employee who is ill. It is advisable to include that the employment contract lasts until the sick employee returns to work at the architectural firm. It is also advisable to include a maximum duration after which the contract will in any case end. The employer can thereby prevent that the employee cannot be dismissed in the case of long-term illness or if the employee does not return.
Example:
"The employment contract starts on <date> and is entered into for the duration of the period of incapacity for work due to illness of employee A (advice: describe in detail!). The employment contract shall end by operation of law without notice being required on the day on which Employee A is fully fit to perform the stipulated work. The employment contract shall in any case end no later than twelve months after the start of the employment contract, i.e. on <date, twelve months later>, by operation of law, without notice being required."

PS: Do not forget to give notice of termination!
* Avoid terms such as 'the contract shall be continued upon proven suitability'. This makes a subjective criterion decisive for whether or not to continue, while the end of a fixed-term employment contract should be objectively determinable.