**NEW HOPE NURSERY AND PRIMARY SCHOOL AND KING DAVID COMPREHENSIVE COLLEGE**

**P.O BOX 1377 TEL: +237 677781801**

 **DOUALA\_CAMEROON**

**Email:** **info@newhopeandkingdavid.com**

[**www.newhopeandkingdavid.com**](http://www.newhopeandkingdavid.com)

**AN AGREEMENT BETWEEN**:

 New Hope Nursery and Primary School and King David Comprehensive College represented by Professor SAMUEL NGUBE the founding director agrees on the following

AND

Mr./Mrs./Miss\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P.O box\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ nationality\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued on the\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_ born on the\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_profession\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees on the following

 It has been agreed and concluded in the present contract as follows;

* According to the labour code of 14 August 1992, law No 2004/022 of 22 July 2004 establishing the rules relating to the organization and the financing of lay private education in Cameroon. Order No 93/577 related to temporary job workers, occasional job worker, seasonal job worker by the following clauses or articles
1. **ARTICLE 1 ; OBJECT OF THE CONTRACT**

The employer confies to the employee who accepts the mission of teaching\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the following classes\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **ARTICLE 2 : EMPLOYEES OBLIGATION**
* The employee will have to put his experience and his activities at the services of the children, pupils, and students
* He or she will have to accomplish his mission with honesty and professionalism, in respect of educational sector and ethics
* He or she will have proceed with honesty and objectivity to the evaluation, assessments and observation of children, pupils, and students and ready to accept all other functions given to him by the employer
* He or she must keep confidentiality at all time on all information, school documents during and after his employment
* He or she shall be engaged during the length of his or her contract to respect all the instructions given to him by the employer or his or her superiors or hierarchies in the institution and should follow and respect all rules and regulations, policies and procedures governing the complex or the school body
* He or she will have to inform the employer in case of any changes in his or her address, family situation, sickness, names etc
1. **ARTICLE 3 : COMPETITION**

In case of end of contract, the employee should not gossip about his or her former institution nor any campaign against it. He or she should not work in the same area in less than 5km. In case of violation of the above clauses the worker would be indeptable to the institution

1. **ARTICLE 4 : QUALIFICATION OF THE EMPLOYEE**

 The employee Is a holder of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ he or she has taught or never taught\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the following institutions or schools\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the following subjects\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **ARTICLE 5 : THE LENGTH OF CONTRACT**

 The current contract is issued for duration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.The parties agreed that the contract can be ended by the agreement of the employer without any notice, letter nor compensation if the following objectives and obligations stated above and below are not met

* Incapacity of carrying out his or her duty
* Committing the worst crimes (stealing, fighting, fornication etc)
* inciting colleagues, pupil or students to go on strike
* repeated unjustified absences or lateness
* committing some professional errors such as;

**5.1** Refusal of teaching children, pupil and students

**5.2** late entries of examination papers

**5.3** Poor marking of exercises books, examination papers and late entry

**5.4** Refusal of filling report cards

**5.5** Poor preparation of lesson notes

1. **ARTICLE 6: REMUNERATION**

 The current contract is issued for a duration of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with an annual salary of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per annum (this can be divided in monthly installment)

 The employer will deduct all monthly obligations relating to the National Social Insurance and taxes. In case of non payment of National Social Insurance and taxes, the employee will have to sign a declaration

1. **ARTICLE 7: THE PLACE OF WORK**

 All teachings shall take place in the school campus situated at soboum and bilongue quarters

1. **ARTICLE 8: PROBATIONARY AND OBSERVATION PERIOD**

 According to the employment hand book the employee joins the organization on an initial probationary and observation period of 3 years 6 months conferred the employee hand book page 5

1. **ARTICLE 9: JURISDICTION OF COMPETENCY**

 This agreement will be governed by and construed in accordance with the laws of Cameroon; and the courts of Douala will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this agreement

Done in Douala the\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_

The Employee The Employer

**NEW HOPE NURSERY AND PRIMARY SCHOOL AND KING DAVID COMPREHENSIVE COLLEGE P.O BOX 1377 TEL: +237 677781801 DAKAR HIGHWAY ROAD DOUALA\_CAMEROON**

**Non disclosure Agreement (NDA)**

 **DATE:**

**PARTIES:**

1) NEW HOPE NURSERY AND PRIMARY SCHOOL AND KIND DAVID COMPREHENSIVE COLLEGE INSTITUTIONS ORDERS: No .106/12…… of 20/07/2012, No.329/13…. Of 04/11/2013, (the discloser); and

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the recipient)

1. **CONFIDENTIALITY OBLIGATIONS**

**A)** **The recipient agrees and undertakes**

**a)** That he will keep all confidential informations strictly confidential and will not disclose any part of it to any other person without the discloser prior written consent

**b)**That he will use the same degree of care to protect the confidential information as he uses to protect his own confidential information of similar nature, being at least a reasonable degree of care; and

**c)** That he will act in good faith at all times in relation to the confidential information

**B) This clause** (A) imposes no obligations upon the recipient with respect to confidential information which;

**a)** Is known to the recipient before disclosure by the discloser, and is not subject to any obligations of confidentiality; or A

**b**) Is or become publicly known through no act or default on the part of the recipient

**C) The restrictions** in clause (A) do not apply to the extent that any confidential information is require to be disclosed by any law or regulation, or judicial or governmental request or order

1. **TERMINATION**

**II.1**) Either party may terminate this agreement forthwith at any time by giving written notice of termination to the other party

**II.2)** upon and following termination of this agreement

a) clause (III.3) shall continue to apply; and

b) The provisions of clause (I) shall continue to apply in relation to confidential information disclose before the end of the term

**II.3)** subject to clause (II.2), upon termination, all the provisions of these agreements will cease to have effect

1. **GENERAL**

**III.1)** if a clause of this agreement is determined by any court or other competent authority to be unlawful and/ or unenforceable, the other clauses of this agreement will continue in effect

**III.2)** this agreement may not be varied except by a written document signed by or on behalf of each of the parties

III.3) Neither party may without the prior written consent of the other party assign, transfer, charge, license, or otherwise dispose of or deal in this agreement or any rights or obligations under this agreement

**III.4)** This agreement is made for the benefits of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate rescind or agree any amendments, waiver, variation or settlement under or relating to this agreement are not subject to the consent of any third party.

**III.5)** Nothing in this agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability which will not be excluded or limited under applicable law. Subject to this, this agreement constitutes the entire agreement between the parties in relation to the subject matter of this agreement, and supersedes all previous agreement, arrangement and understanding between the parties in respect of that subject matter.

**III.6)** This agreement will be governed by and construed in accordance with the laws of Cameroon; and the courts of Douala will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this agreement.

 The parties agree to the terms and conditions of this agreement by their respective authorized signatories as of the later date written below

|  |  |
| --- | --- |
| Signed by | Signed by |
| Print name | Print name |
| Job title | Job title |
| Date | date |