

**OPEN-ENDED EMPLOYMENT CONTRACT**

for an employee whose usual residence is located **OUTSIDE** French Polynesia  
(Model)

**BETWEEN THE UNDERSIGNED:**

**THE EMPLOYER of the one part**

**CORPORATE NAME:** .....  
 Head office address: .....  
 ..... Municipality: .....  
 Postal address: .....  
 TAHITI No.: ..... RC No: .....  
 CPS No.: ..... NAF Code: .....  
 Nature of activity: .....  
 Represented by: .....  
 In his capacity as: .....

**THE EMPLOYEE of the other part**

**NAME:** .....  
**Names:** .....  
 Born on: ..... in .....  
 Domicile: .....  
 Town: ..... Country: .....  
 Postal address: .....  
 Nationality: .....  
 CPS No.: .....

**Article 1er - NATURE AND TERM OF THE CONTRACT:**

This contract is executed for an open-ended term as from ..... subject to the outcome of the recruitment medical examination (1) and the award of a work permit and residence permit. (Date when started in the company or seniority retained since :.....)

**Article 2 - TRIAL PERIOD:**

There will/ will not (2) be a trial period of (3)..... months during which the contract may be terminated at any time by either party without notice, without compensation. This trial period may be renewed once by a written agreement between the parties.

**Article 3 - FUNCTIONS:**

The salaried employee shall carry on, under the supervision of his supervisors, the functions of .....  
 He undertakes to faithfully and zealously carry out the missions and tasks entrusted to him and to go to any place where the employer may require him to be.  
 The location of employment is: .....

**Article 4 - Work hours:**

This employment contract is executed and agreed upon for ..... hours of work per week currently broken down as follows:  
 From ..... To ..... || And From ..... To .....  
 From ..... hours ..... To ..... hours ..... || From ..... hours ..... To ..... hours .....  
 And From ..... hours ..... To ..... hours ..... || And From ..... hours ..... To ..... hours .....

**Article 5 - REMUNERATION:**

In compensation for the fulfilling of his task under this contract, Mr./Mrs..... shall receive a fixed monthly / weekly / two-weekly / daily salary of F.CFP..... (2) (including job creation premium) corresponding to category/level (2)..... of the collective agreement of.....  
 The employer commits to respect, when determining the salary, the bonus calculated according to the seniority in the company as defined in article Lp. 3321-3 of the Labour Code applicable in French Polynesia.  
 The employee shall be registered with the Social Security fund of French Polynesia (CPS) and shall be covered by CPS Social Security scheme.

**Article 6 - WEEKLY REST AND PAID LEAVE:**

The employee is entitled to the applicable weekly rest, i.e. .... day(s) per week and annual paid leave up to 2 ½ working days per month of work according to the legislation in force.

**Article 7 - ACCOMMODATION (2) (4):**

\* Accommodation is not paid by the employer.  
 The employee will receive/will not receive (2), in this respect, a compensation in the amount of ..... paid monthly and subject to social contributions.  
 (or)  
 \*Accommodation is paid by the employer.  
 a) Accommodation located at (precise address)..... belongs to the employer. This benefit is subject to social contributions corresponding to 12% of the base salary if it is lower than or equal to SMIG (minimum legal salary) or otherwise 20% in the opposite case.  
 (or)  
 b) Accommodation does not belong to the employer and is rented from an owner and made available to the employee. This benefit is subject to social contributions in the amount of the rent paid.  
 (paraphe employeur) (paraphe salarié)

**Article 8 - FOOD (2) (4) :**

\*The employee will benefit from ..... free meals per day /service (2). This benefit in kind will be subject to social contributions for the flat rate of 40% or 100 % of hourly SMIG (2)(6) for one meal without being in excess of two times this value if the employee benefits from more than 2 daily meals.

(or)

\*The employee will not benefit from free meals.

He will /will not receive (2) in compensation a monthly indemnity in the amount of ..... F CFP subject to social contributions.

**Article 9 - TRAVEL - TRAVEL EXPENSES – REPATRIATION COSTS (2) (5) :**

The travels of M ..... both on outward and inward trips, will be made by air - tourist class - or any other means of transport chosen by the employer.

The weight of the luggage carried at the employer’s expense will be the weight carried without extra charge by the airline or shipping company.

Travel expenses from the place of residence indicated on signing this contract by the employee to his workplace in French Polynesia and vice versa shall be paid by the employer. They are estimated at ..... F CFP. It is forbidden for him to have such travel expenses refunded in whatever form. This applies also - whatever the causes might be - in the event of an early termination of this contract.

M..... in his capacity as employer, under the meaning of the Labour Code, expressly and irrevocably undertakes to pay the repatriation costs of M ..... nationality ..... until his domicile located at ..... This provision stands as repatriation guarantee.

**Article 10 - TERMINATION:**

This contract may be terminated:

- either for serious misconduct of the employee or the employer, subject to the appraisal of the competent court regarding the significance of the misconduct,

- or with a legitimate reason and with a ..... month(s) notice ..... given by the party initiating the termination.

During the period of notice, the parties must respect all the reciprocal obligations incumbent upon them. In order to seek another job, the employee will be entitled during the period of notice, and failing any previous agreement with the employer, subject to notifying the latter one day in advance, to one day of authorised leave per week used, at his discretion, entirely or not, and fully paid.

**Article 11 - MISCELLANEOUS PROVISIONS:**

The parties undertake to abide by the clauses and provisions of the collective agreement of .....

M ..... formally declares that he is not contractually bound to any company, and is free from any contract. In addition, he undertakes to immediately notify any change that would occur in his situation concerning his address and family status.

M ....., employer, and M ....., employee of ..... nationality, acknowledge they have been formally advised that pursuant to articles Lp. 5321-2 and Lp. 5321-7 of the Labour Code applicable in French Polynesia, foreign nationals must previously have obtained a work permit to carry out a salaried activity in French Polynesia, that no one may recruit, keep at his service or engaged for any period of time a foreigner without any work permit under threat of 3 years of imprisonment and a fine of 545,400F CFP per foreigner concerned.

**At the request of the employee of foreign nationality, the employer must have a copy of the employment contract written in the language of the employee.**

Any disputes arising from the execution of this contract shall be referred to the Labour Inspectorate in order to settle the dispute or before the Labour Court of French Polynesia.

Done in ....., on ..... in ..... copies

**The Employer**

**The Employee**

**(Please write “Lu et approuvé” – “Read and approved”)**

*(1) Art A. 4623-14 of the Labour Code: any employee should benefit from a medical examination paid by his employer 30 days after being recruited at the latest. Such medical examination is renewed at least once a year. The aim of such medical examination is, in particular, to make sure that the employee is medically fit for the position to which he is appointed.*

*(2) Cross out as appropriate.*

*(3) Art A. 1211-8 of the Labour Code: The length of the trial period is determined by the collective bargaining agreements. Failing this, it may not be longer than: one month for workers and employees, two months for supervisors, technicians and the like, and three months for senior managers and the like. It may be renewed once by a written agreement between the parties.*

*(4) Art A.1211-1 of the Labour Code: The contract must indicate the existence or not of benefits in cash or in kind and indicate their value, and whether the employer pays for the accommodation and will pay any compensation allowance for it.*

*The value for meals and accommodation is determined by article A 3341-1 of the Labour Code.*

*(5) Articles Lp. 1211-4 and Lp. 5322-3 of the Labour Code: The cost for the return trip of the employee will be paid by the employer. It is forbidden for him to have these travel expenses refunded to him, in whatever manner.*

*(6) Order n°86/CM of 28/01/16: subject to contractual provisions and except in the case of a professional trip, when the employer provides meals on a free basis, this benefit is taken into account in the basis for calculation of social contributions for a flat rate of 40% of hourly SMIG (minimum legal salary) per meal and to twice this amount in the event of more than one meal per day.*