


<p style="text-align: center;">Issue Date:</p>	 <p style="text-align: center;">Save the Children</p>
<p style="text-align: center;">Fix Term Employment Agreement</p>	<p style="text-align: center;">Belirli Süreli İş Sözleşme</p>
<p>This Fixed Term Employment Agreement (hereinafter called "Agreement") is made between Save the Children International, having its registered address of Maslak, Büyükdere Cd. No:245 Kat:10, 34398 Sarıyer/İstanbul (hereinafter called "SCI" or "Employer"), and [●], residing at the address of</p> <p>.....</p> <p>and having Turkish identity number [●] (hereinafter called "Employee").</p>	
<p>Save the Children works in development and humanitarian contexts with children and partners to help families, communities, and governments identify and use innovations to ensure all children survive, learn and are protected.</p> <p>SCI is financing its activities solely with the financial support from donors may it be individuals, governments or other sources. All programmes implemented by SCI is solely dependent on these financial support provided by charitable sources and level of resources may vary from year to year.</p> <p>Since the presence and activities of SCI in Turkey is strictly connected to the term of official authorization granted by the Turkish administrative authorities and due to the facts mentioned above, this Agreement is executed as a fixed-term employment contract. This Agreement may be renewed depending on the decision of the donators on the extension of their financial support. The Parties hereby acknowledge and agree the terms and conditions related to duration of this Contract in advance.</p>	
<p>In accordance with the terms and conditions of this Agreement, and in return for SCI paying to the Employee the salary stated below, the Employee agrees to work under SCI management and supervision in connection with SCI activities.</p>	
<p>2. Term of Agreement</p>	<p>2.</p>

<p>This Agreement shall start on [●] (“Starting Date”) and automatically end on [●] without any notice. In case of any requirement, Employer can terminate the Agreement prior to end date in accordance with Clause 14. There will be no expectation that the contract of employment will be renewed beyond the date of completion. Your probationary period is 2 (two) months commencing on the Starting Date. Either party may terminate the Agreement during the probation period, without any notice period and compensation.</p>	
<p>3. Position</p>	<p>3.</p>
<p>3.1. The Employee shall work in the position of «Position» or in any other position as SCI may designate subject to mutual agreement. The Employee agrees to perform all duties usually associated or connected with the position designated by SCI (and set out in the job description attached), to follow SCI regulations, policies, procedures and working practices and to carry out such duties in accordance with this Agreement and SCI’s written and oral instructions.</p>	<p>3.1.</p>
<p>3.2. This position reports to «Position_reports_to». Any changes to this reporting line will be notified to the Employee.</p>	<p>3.2.</p>
<p>3.3. This position is graded «Grade». The title, grade and position on the fee scale for this position may be changed at any time by SCI.</p>	<p>3.3.</p>
<p>4. Work Location</p>	<p>4.</p>
<p>4.1. The Employee’s initial work location is in «Location», Tukey. SCI may change the Employee’s work location or may designate additional work locations on a temporary or basis without his/her additional prior consent being required.</p>	<p>4.1.</p>
<p>4.2. For permanent changes of Employee’s job location, the relevant provision of the Law will be followed.</p>	<p>4.2.</p>
<p>4.3. Employee agrees to travel both in Turkey and abroad for work related purposes, without any further written consent, as required by</p>	<p>4.3.</p>

Employee's duties and upon the request of Employee's superiors.	
5. Salary	5.
<p>5.1. In return for Employee's diligent performance to high standards of all Employee's duties, SCI shall pay the Employee the salary stated below. The Employee's salary shall be paid on a monthly basis accruing from the Starting Date and payment of the fee shall cease upon termination of this Agreement.</p> <p>SCI may voluntarily increase the Employee's remuneration from time to time according to performance. Unless SCI in its sole discretion grants a remuneration increase, the Employee shall have no entitlement to any remuneration increase.</p>	
5.2. SCI will pay a net basic salary of USD «basic_salary_USD» per month	5.1
5.3. The salary which will be paid to Employee by bank transfer.	5.2
5.4. The Salary includes wages for weekend, national and general holidays. Therefore, Employee understands and accepts that no additional payment will be made to Employee for working on weekends, national and general holidays.	5.3
5.5. Employee accepts that SCI may at any time amend and revoke practices such as bonuses, compensation, fringe benefits or other rights granted under different names provided to Employee during the term of the Agreement.	5.4
6. Deductions	6.
6.1. Statutory Deductions	6.1.
The Employee agrees that, from this amount, deductions will be made for SOCIAL INSURANCE and INCOME TAX MONTHLY DEDUCTIONS and other amounts required by law.	
7. Working Hours	7.
7.1. Regular Working Hours	7.1.

<p>The working hours are 45 hours per week. The lunch break is one-hour per day. There are two days of rest in each week. Employee's work schedule will be determined by the SCI in its sole discretion.</p>	
<p>8. 8. Overtime Compensation</p>	<p>8.</p>
<p>8.1. Upon request of SCI to that respect, Employee agrees and accepts to perform overtime work or work on national and general holidays. If you work more than 45 working hours a week over a calendar month period then you are entitled to overtime.</p>	<p>8.1.</p>
<p>8.2. Employee agrees to have time-off in lieu of overtime payment, where applicable.</p>	<p>8.2.</p>
<p>8.3. Pursuant to Turkish Labour Code, total overtime work cannot exceed 270 hours within one-year term.</p>	<p>8.3.</p>
<p>9. Employee Obligations</p>	<p>9.</p>
<p>9.1. Employee agrees and represents that s/he shall work in full compliance at all times with all procedures, standards, principles, regulations, working rules, guidelines, policies, circulars, and decrees governing the personnel of SCI including but not limited to HR Policy, Overtime Policy, Code of Conduct, Child Safeguarding Policy, Global Anti-Harassment, Bullying and Intimidation Policy, (collectively referred to as "SCI Regulations") copies of which have been provided and/or been made available to him/her. SCI Regulations are integral parts of this contract. Employee agrees and declares that acting otherwise is just and/or valid grounds for the termination of this contract by SCI. SCI may amend the SCI Regulations from time to time as it deems necessary in its sole discretion.</p>	<p>9.1.</p>
<p>9.2. The Employee shall not use or disclose to any person (even after this Agreement is terminated) any confidential information about the business or affairs of SCI or any affiliate or any of its business contacts, or about any other confidential matters which may come to the</p>	<p>9.2.</p>

Employee's knowledge in the course of this Agreement.	
9.3. All facilities and equipment provided by SCI to the Employee including data and documents remain the property of SCI and shall be returned to SCI on termination of this Agreement fully without any defect. Employee agrees and undertakes to reimburse SCI for all damages and imperfections on such items caused intentionally by and due to the neglect of Employee.	9.3.
9.4. The Employee shall not use SCI's name, logo or any Save the Children trademarks without permission from SCI.	9.4.
10. Child Safeguarding	10.
The Employee is required to sign and abide by SCI's Child Safeguarding Policy	
11. Code of Conduct	11.
The Employee is required to sign and abide by SCI's Code of Conduct.	
12. Checks	12.
SCI is authorized to perform checks on criminal record, academic & health background and work record experience. The Employee is required to support the process in a transparent manner.	
The Employee in signing this Agreement confirms that s/he has no legal proceedings pending against her/him and has no other job.	
13. Leave	13.
13.1. If the Employee completes below-mentioned service years with SCI, s/he will be entitled to paid leaves as stated below:	13.1.
(a) twenty days if the length of service with SCI is between one and five years (five included);	(a)
(b) twenty-two days if it is more than five and less than fifteen years; and).	(b)

(c) twenty-six days if it is fifteen years and more (fifteen included	(c)
This leave is to be taken by mutual agreement and according to SCI's work requirements.	
13.2. Other leave is given to the Employee according to SCI Staff Member Handbook.	13.2.
13.3. In case there is excessive use of paid leave at the termination of this Agreement, the amount corresponding to excessive paid leave days can be deducted from all kind of receivables of the Employee. The Employee agrees this in advance.	13.3.
14. Termination	14.
14.1. During the probation period, SCI may terminate the services of the Employee with immediate effect, without giving any reasons. The Employee may also leave SCI's employment with written notice, without giving any reasons.	14.1.
14.2. The nature of business of SCI, in the Turkey program, is Humanitarian based on donors' funding in a complex environment. If faced with lack of funding or inability to operate for any other reason, SCI shall have the right to terminate the Employee's Agreement prior to its end date.	14.2.
14.3. SCI may at any time (including during the probation period) terminate this Employee with immediate effect with no liability to make any compensation (other than in respect of any accrued salary or accrued reimbursements which are in accordance with the Staff Member Handbook at the date of termination) if:	14.3.
(a) The Employee is in material breach of any obligations under this Agreement; or	(a)
(b) As a result of poor work performance; or	(b)
(c) If the Employee infringes any of SCI Regulations; or	(c)
(d) For disobedience of SCI instructions; or	(d)

(e) For ethical, disciplinary or moral misconduct by the Employee; or	(e)
(f) For any action or inaction that places SCI or anyone working with SCI at risk.	(f)
(g) Other reasons stipulated in the current Law.	(g)
15. Personal Data	15.
Employee consents to SCI's processing of personal data (as defined in the Law on Protection of Personal Data published in the Official Gazette dated 7 April 2016 and numbered 6698) including special data as indicated in article 6 of the aforementioned law (“ Sensitive Data ”). In particular: (i) Employee agrees that personal data relating to Employee which has been or is in the future obtained by SCI may be transferred to other SCI entities and may be held and processed by other SCI entities either by computer or manually for any purpose relating to the administration, management and operation of Employee’s employment, or in relation to the other SCI entities’ legal obligations or business needs; (ii) Employee hereby agrees that Sensitive Data concerning Employee which have been or is in the future obtained by other SCI entities may also be held and processed as above for the purposes of keeping under review equality of opportunity and for ensuring SCI's compliance with any legal obligations; (iii) Due to the multinational nature of other SCI entities, it may be necessary for other SCI entities’ overseas offices to have access to information held about Employee in Turkey by SCI. Employee agrees that SCI may, where appropriate, transfer personal information about Employee to other SCI entities’ overseas offices or to official authorities.	
16. Governing Law	16.
Any rights and duties of the Employee and SCI not specifically addressed in this Agreement shall be defined by SCI’s policy, regulations and procedures and the relevant laws of the location given as the initial work location above.	
17. Addresses for Notices	17.
The addresses of the parties for notices are the addresses set forth in the first paragraph of this contract.	

<p>If Employee changes the above written residence address, s/he is obliged to notify SCI of the new address within ten (10) days. If Employee does not notify SCI of the change, s/he agrees to accept the notices delivered to the first address.</p>	
<p>18. Formalities</p> <p>The Employee hereby acknowledges that s/he has read and fully understands this Agreement and signed this Agreement voluntarily. This Agreement is executed as two counterparts; one original copy to be kept by the Employer and other original copy to be kept by the Employee.</p>	
<p>I hereby read, understand and accept the terms and conditions as set forth in this Agreement.</p>	
<p>Çalışan Adı (Employee Name):</p> <p>_____</p> <p>«Name_and_Surname»</p> <p>_____</p>	
<p>Ülke Direktörü (Country Director):</p> <p>_____</p> <p>Name Surname</p> <p>_____</p>	