

## **Checklist for Employment Contract**

**For the purpose of claiming subsidies under Student Internship Programme of the WAM Pilot Programme, Participating Employers (“PE”s) must ensure the following terms are included in the employment contract with the student interns:**

<b>No.</b>	<b>Terms</b>	<b>Included (✓)</b>
1.	<b>Name and HKID Card Number</b> - The name should be the same as on HKID Card	
2.	<b>Position and Department</b> (e.g. Compliance Intern, Intern in Research Department)	
3.	<b>Employment Period (minimum 1 month, maximum 3 months)</b> (e.g. from 1 January 2024 to 31 March 2024)	
4.	<b>Working Hours</b> (e.g. Normal working hours from 9:00am to 6:00pm with 1 hour lunch break from Monday to Friday)	
5.	<b>Salary</b> (e.g. HK\$10,000 per month)	
6.	<b>Location of Workplace</b> - at PE’s registered address	
7.	<b>General Leave Policy</b> (e.g. The employee must obtain approval from his/her supervisor in advance as practicable as possible before taking any day off. Leave day(s) taken multiplied by the daily wage will be deducted from the salary to be received for the month.)	
8.	<b>Mandatory Provident Fund</b> (e.g. The Company makes mandatory contributions to a Mandatory Provident Fund Scheme in accordance with applicable laws in Hong Kong. The required minimum amount will be deducted from the intern’s salary whenever applicable.)	
9.	<b>Termination of Employment</b> (e.g. A notice period of 7 days will be applied in the event that either party wishes to cancel this employment contract.)	

(Updated in November 2023)

PEs are also reminded that they should **comply with all the applicable laws in Hong Kong** when entering employment contracts with student interns. The following attached document and links of **Labour Department of HKSAR Government** are for **your reference**:

- (1) Sample Employment Contract published by Labour Department (See Appendix I) and the link for download the word copy:  
[https://www.labour.gov.hk/eng/public/emp\\_cont/index.htm](https://www.labour.gov.hk/eng/public/emp_cont/index.htm)
- (2) A Guide to the Employment Ordinance for Summer Job Students:  
<https://www.labour.gov.hk/eng/public/wcp/SummerJob.pdf>

## Appendix I

### Sample Employment Contract from Labour Department

This contract of employment is entered into between \_\_\_\_\_ (hereinafter referred to as “Employer”) and \_\_\_\_\_ (hereinafter referred to as “Employee”) on \_\_\_\_\_ (date) under the terms and conditions of employment below :

- 1. Commencement of Employment †** Effective from \_\_\_\_\_  
☐ until either party terminates the contract  
☐ for a fixed term contract for a period of \_\_\_\_\_ \* day(s) / week(s) / month(s) / year(s), ending on \_\_\_\_\_
- 2. Probation Period †** ☐ No ☐ Yes \_\_\_\_\_ \* day(s) / week(s) / month(s)
- 3. Position and Section Employed** \_\_\_\_\_
- 4. Place of Work** \_\_\_\_\_
- 5. Working Hours †** ☐ Fixed, at \_\_\_\_\_ days per week, \_\_\_\_\_ hours per day, from \_\_\_\_\_ \*am / pm to \_\_\_\_\_ \*am / pm and \_\_\_\_\_ \*am / pm to \_\_\_\_\_ \*am / pm  
☐ Shift work required, \_\_\_\_\_ hours per day, from \_\_\_\_\_ \*am / pm to \_\_\_\_\_ \*am / pm and \_\_\_\_\_ \*am / pm to \_\_\_\_\_ \*am / pm  
☐ Shift work required, at \_\_\_\_\_ working day(s) per \*week/ month, totalling \_\_\_\_\_ hour(s)  
☐ Others \_\_\_\_\_  
(please specify details of working hours arrangement, total working hours, etc.)
- 6. Meal Break †** ☐ Fixed, from \_\_\_\_\_ \*am / pm to \_\_\_\_\_ \*am / pm, \*with / without pay  
☐ Not-fixed, at \_\_\_\_\_ \*minutes / hour(s) per day, \*with / without pay  
Meal break \*is / is not counted as working hour(s)
- 7. Rest Days †** ☐ On every \_\_\_\_\_, \*with / without pay  
☐ On rotation, \_\_\_\_\_ day(s) per \*week / month, \*with / without pay  
(The Employee is entitled to not less than 1 rest day in every period of 7 days)
- 8. Wages**  
**(a) wage rate †** Basic wages of \$ \_\_\_\_\_ per \*hour / day / week / month; plus the following allowance(s) :  
☐ Meal allowance of \$ \_\_\_\_\_ per \*day / week / month  
☐ Travelling allowance of \$ \_\_\_\_\_ per \*day / week / month  
☐ Attendance allowance of \$ \_\_\_\_\_  
(please specify details of payment criteria, calculation method, etc.)  
☐ Others (e.g. commission, tips) \$ \_\_\_\_\_  
(please specify details of payment criteria, calculation method, date of payment, etc.)

† Please put a “u” in the clause(s) as appropriate

\* Please delete the word(s) as inappropriate

**(b) payment of wages & wage period(s) †**

- ☐ Every month, on \_\_\_\_\_ day of the month for wage period from \_\_\_\_\_ day of the month to \_\_\_\_\_ day of *\*the month / the following month*
- ☐ Twice monthly, payable on
- \_\_\_\_\_ day of *\*the month / the following month* for wage period from \_\_\_\_\_ day of the month to \_\_\_\_\_ day of *\*the month / the following month*; and
  - \_\_\_\_\_ day of *\*the month / the following month* for wage period from \_\_\_\_\_ day of the month to \_\_\_\_\_ day of *\*the month / the following month*
- ☐ Once for every \_\_\_\_\_ *\*day(s) / week(s)* for wage period from \_\_\_\_\_ to \_\_\_\_\_

**9. Overtime Compensation †**

- ☐ Compensated by overtime pay:
- ☐ At the rate of \$ \_\_\_\_\_ per hour
  - ☐ At the rate according to *\*normal wages / \_\_\_\_\_ % of normal wages*
  - ☐ Others \_\_\_\_\_  
(please specify details of payment criteria, calculation method, etc.)
- ☐ Compensated by time-off in lieu: \_\_\_\_\_  
(please specify details of granting criteria, calculation method, etc.)

**10. Holidays †**

- The Employee is entitled to:
- ☐ statutory holidays as specified in the Employment Ordinance
  - ☐ public holidays
  - ☐ plus other holidays (please specify) \_\_\_\_\_

**11. Paid Annual Leave †**

- ☐ The Employee is entitled to paid annual leave according to the provisions of the Employment Ordinance (ranging from 7 to 14 days depending on the Employee's length of service).
- ☐ The Employee is entitled to the following paid annual leave according to the rules of the Employer (please specify) \_\_\_\_\_

**12. Maternity Benefits †**

- ☐ The Employee is entitled to maternity leave and maternity leave pay according to the provisions of the Employment Ordinance.
- ☐ The Employee is entitled to the following maternity leave and maternity leave pay according to the rules of the Employer (please specify) \_\_\_\_\_

**13. Paternity Benefits †**

- ☐ The Employee is entitled to paternity leave and paternity leave pay according to the provisions of the Employment Ordinance.
- ☐ The Employee is entitled to the following paternity leave and paternity leave pay according to the rules of the Employer (please specify) \_\_\_\_\_

- 14. Sickness Allowance †**
- ☐ The Employee is entitled to sickness allowance according to the provisions of the Employment Ordinance.
- ☐ The Employee is entitled to sickness allowance according to the rules of the Employer (please specify) \_\_\_\_\_
- 15. Termination of Employment Contract**
- A notice period of \_\_\_\_\_ \*day(s) / week(s)/ month(s) or an equivalent amount of payment in lieu of notice (notice period not less than 7 days)
- During the probation period (if applicable):
- within the first month: without notice or payment in lieu of notice
  - after the first month: a notice period of \_\_\_\_\_ \*day(s) / week(s)/ month(s) or an equivalent amount of payment in lieu of notice (notice period not less than 7 days)
- 16. End of Year Payment †**
- An amount \*of \$ \_\_\_\_\_ or equivalent to \_\_\_\_\_ month's \*basic / normal wages upon completion of each
- ☐ \*calendar / lunar year
- ☐ specified period: from \_\_\_\_\_ to \_\_\_\_\_
- Payment is to be made within \_\_\_\_\_ days before commencement of the following \*calendar / lunar year.
- 17. Mandatory Provident Fund Scheme †**
- The Employer and the Employee are to make contributions towards the Mandatory Provident Fund Scheme in accordance with the requirements specified in the Mandatory Provident Fund Schemes Ordinance.
- ☐ **In addition to the mandatory contribution**, the Employer provides monthly voluntary contribution to the Mandatory Provident Fund Scheme \*in the amount of \$ \_\_\_\_\_ / at a rate of \_\_\_\_\_ % of the Employee's monthly wages.
- ☐ **In addition to the mandatory contribution**, the Employee provides monthly voluntary contribution to the Mandatory Provident Fund Scheme \*in the amount of \$ \_\_\_\_\_ / at a rate of \_\_\_\_\_ % of the Employee's monthly wages.
- 18. Work Arrangements in Times of Adverse Weather Conditions**
- A. Work Arrangements in Times of Tropical Cyclone Warning †**
- ☐ The Employee is required to work when Tropical Cyclone Warning Signal No.8 (T8) or higher is in force. **In addition to normal wages**, the Employee is entitled to a duty allowance of \*\$ \_\_\_\_\_ or \_\_\_\_\_ % of normal wages for each hour worked.
- In case staff on the next shift are unable to report for duty at workplaces when T8 or higher is in force, or due to practical difficulties and the Employer requests the Employee of the preceding shift to continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of \*\$ \_\_\_\_\_ or \_\_\_\_\_ % of normal wages for each hour of the extended service.
- [The Employer \*provides / does not provide transport services to the Employee when T8 or higher is in force, the Employee is entitled to a travelling allowance of \$ \_\_\_\_\_ per trip or the actual cost of transport, whichever is higher.]

- ☐ The Employee is not required to work when T8 or higher is in force and wages will not be affected during the period. If the Government has not made an “extreme conditions” announcement <sup>note</sup>, the Employee is required to resume duty within \_\_\_\_\_ hours as far as practicable if T8 is cancelled not less than \_\_\_\_\_ hours before the end of working hours.

**B. Work Arrangements in Times of “Extreme Conditions” after Super Typhoons †**

- ☐ The Employee is required to work when “extreme conditions” exist upon the “extreme conditions” announcement by the Government before T8 is replaced with Strong Wind Signal No.3 (T3) <sup>note</sup>. **In addition to normal wages**, the Employee is entitled to a duty allowance of \*\$ \_\_\_\_\_ *or* \_\_\_\_\_ % of **normal wages** for each hour worked.

In case staff on the next shift are unable to report for duty at workplaces when “extreme conditions” exist, or due to practical difficulties and the Employer requests the Employee of the preceding shift to continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of \*\$ \_\_\_\_\_ *or* \_\_\_\_\_ % of **normal wages** for each hour of the extended service.

[The Employer *\*provides / does not provide* transport services to the Employee when “extreme conditions” exist, the Employee is entitled to a travelling allowance of \$ \_\_\_\_\_ per trip or the actual cost of transport, whichever is higher.]

- ☐ The Employee is not required to work when “extreme conditions” exist upon the “extreme conditions” announcement by the Government before T8 is replaced with T3 <sup>note</sup>, and wages will not be affected during the period. The Employee is required to resume duty within \_\_\_\_\_ hours as far as practicable if the “extreme conditions” cease to exist not less than \_\_\_\_\_ hours before the end of working hours.

(Note: For details, please refer to the “Code of Practice in Times of Typhoons and Rainstorms” issued by the Labour Department.)

**C. Work Arrangements in Times of Black Rainstorm Warning Signal †**

- ☐ In case the Employee is required to take up extra duty when Black Rainstorm Warning Signal is in force, **in addition to normal wages**, the Employee is entitled to a duty allowance of \*\$ \_\_\_\_\_ *or* \_\_\_\_\_ % of **normal wages** for each hour worked

In case staff on the next shift are unable to report for duty at workplaces when Black Rainstorm Warning Signal is in force, or due to practical difficulties and the Employer requests the Employee of the preceding shift to continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of \*\$ \_\_\_\_\_ *or* \_\_\_\_\_ % of **normal wages** for each hour of the extended service.

[The Employer *\*provides / does not provide* transport services to the Employee when Black Rainstorm Warning Signal is in force, the Employee is entitled to travelling allowance of \$ \_\_\_\_\_ per trip or the actual cost of transport, whichever is higher.]

- ☐ The Employee is not required to work when Black Rainstorm Warning Signal is in force and wages will not be affected during the period. The Employee is required to resume duty within \_\_\_\_\_ hours as far as practicable if the Black Rainstorm Warning Signal is cancelled not less than \_\_\_\_\_ hours before the end of working hours.

**19. Others**

The Employee is entitled to all other rights, benefits or protection under the Employment Ordinance, the Minimum Wage Ordinance, the Employees’ Compensation Ordinance and any other relevant Ordinances.

(If applicable) Additional rules and regulations, rights, benefits or protection promulgated under the *\*Company Handbook* / \_\_\_\_\_ also form part of this contract.

**The Employer and the Employee hereby declare that they understand thoroughly the above provisions and agree to sign to abide by such provisions. They shall each retain a copy of this contract for future reference.**

*Signature of Employee*

*Signature of Employer or  
Employer’s Representative*

\_\_\_\_\_  
Name in full: \_\_\_\_\_  
Hong Kong I.D. No.: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name in full: \_\_\_\_\_  
Position held: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chop of the Company