ROYAL GOVERNMENT OF BHUTAN

MINISTRY OF LABOUR AND HUMAN RESOURCES

DEPARTMENT OF EMPLOYMENT



GUIDELINE ON DIRECT EMPLOYMENT SCHEME

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I. Background and rationale

In keeping with the pledge of providing full employment, the Royal Government developed many strategies and programs to engage youth meaningfully. In the course of implementing the programs, emphasis has been on engaging youth to encourage them to be productive instead of doling out unemployment benefits that tended to promote idleness and discourage working.

Among the many initiatives, the Direct Employment Scheme (DES) under Guaranteed Employment Program (GEP) is one of the flagship programs specifically designed to engage unemployed jobseekers of classes ten and above who are willing to take up employment and stay engaged. The objectives of the Direct Employment scheme are as follows:

- a. Support guaranteed employment to youth through various modes of engagement and training programs for a maximum period of one year;
- b. Provide skill training in those areas/sectors that are in high demand in the labour market;
- c. Create a pool of skilled and semi-skilled human resources in the country;
- d. Promote and inculcate dignity of labour; and
- e. Address shortage of human resources in the country.

II. Areas of engagement/training

The DES in general focuses in the broad economic sectors and areas of engagement given in the table below. However, the Cabinet Sub-Committee/Ministry may from time to time also approve other areas of engagement based on the dynamics of labour market, needs of times and effectiveness of programs in consultation with partner agencies.

S1. No	Areas of engagement by sector
1	Construction (non-hydro)
2	Agriculture
3	Hydropower
4	Tourism and Hospitality
5	ICT
6	Health
7	Education and Training
8	Financial Services
9	Arts and Crafts
10	Retail and Sales
11	Production/Manufacturing
12	Automobile
13	Green Business
14	Media and Entertainment
15	Others

The MoLHR's Job Portal shall be used for the purpose of short listing and recruitment, selection and appointment of Participants for all areas of engagement under the DES.

Funding Modality & Allowance

Funding support to Participants will be based on the nature of occupation and level of qualification of Participants under the Direct Employment Scheme as follows:

(a) Cost sharing:

- (i) Participating private firms and privates companies and MoLHR will share the cost as provided in the monthly allowance table;
- (ii) Cost sharing can be also be between MoLHR and participating youth s where one of the cost tuition and stipend are shared by MoLHR and candidates while the Training Institution guaranteeing employment after the training is over. This will promote ownership and sustainability of programs.

(b) Fully funded participants:

For those employed by SoEs, DHI companies and other corporations, MoLHR support will cover monthly allowance as given in the allowance table below ranging from six months to a maximum of two years. The participating companies may pay additional incentive from their side depending on the viability and profitability of the companies. The Companies shall absorb candidates into their regular service after end of the MoLHR support.

(c) For candidates employed by Government (post approved by RCSC), and non-profit organizations, MOLHR will support monthly allowance for a period of two years. Employment in Government agencies are not guaranteed but Non-profit Organization shall be obliged to regularize the service.

The Payment of MoLHR's portion of monthly allowance in the case of participants under (a) will be directly deposited into the individual's saving account by the AFD, MoLHR for the specified duration upon signing the employment agreement. The employer shall ensure the payment of their portion of the monthly allowance to the Participants of DES within the first week of every month.

For those under (b) and (c) one year allowance will be transferred to the participating Company/Agency's account upon recruitment of the candidate/s. An MOU shall be signed between MoLHR and participating company/agency. For those under training a separate MoU shall be drawn with the institute.

Monthly allowance for different levels of qualifications:

		Cost-S	Cost-Sharing with Private firms			
					monthly	
					allowance	
					paid by	
					MoLHR for(i)	
					SoE's and	
					Corporations	
					from 6	
					Months to 2	
		Monthly	Minimum		years max (ii)	
		allowance	monthly	Minimum	for 2 years	
~1	-	by MoLHR	allowance by	monthly	for Govt and	
S1.	Participants -by	for one	Partner Agency	allowance	Non-profit	
No.	qualification	year (Nu.)	(Nu.)	(Nu.)	Organizations	
	**					
	University					
1	graduate/nurses and	7500	0750	11050	15.000	
1	Bed/Engineers	7500	3750	11250	15,000	
2	Class XII pass	5250	3750	9000	12000	
3	Class X pass and XI	3750	3750	7500	9500	
	17.C) (PP)					
	IZC's/TTI Graduates	5 0 5 0	0770		14000	
4	and Diploma	5250	3750	9000	14000	

III. Implementing Modality

The implementation of DES will follow employment based approach. The DES shall be implemented in collaboration with Potential Employers as defined under Sl. No.III (a),(b) and (c) for a period of two years.

Upon fulfilling the eligibility, where requirements under for more than three, applicants will be short-listed at the following ratio:

- a. 1:10- if the slots/vacancies are less than 10
- b. 1:5- if the slot/vacancies are more than 10
- c. the DES unit can refer the jobseekers, if there are no/one candidates applied or based on the needs of the partner agencies.

DES will be implemented according to the Guideline and Employment Agreement. However, all activities in general shall agree to:

IV. Roles and Responsibilities of MoLHR:

- 1. Facilitate the recruitment, selection and appointment through the Job Portal system of MoLHR;
- 2. Provide funding support as agreed in the guideline or agreement;
- 3. Visit the partner agencies and participants atleast once in every six months to monitor and review the progress;
- 4. Counsel the participants in case of dereliction of duty by them;
- 5. Take necessary course of action to any partner agency and Participant if found not adhering to the terms and conditions of the Employment Agreement as given in Annexure-I.

V. Discretionary powers

1. The Head of Department/Agency/Ministry shall use its discretion to impose/waive of the penalties

VI. Roles and Responsibilities of Employer:

- 1. The Employer shall have the right to select, recruit and employ the Participant from the list of short listed candidates provided by the Direct Employment Scheme Unit DES, DoE, MoLHR from the E-Registration System for Guaranteed Employment Program, short-listing shall be waived where vacancy is for one or two post only.
- 2. Employer shall not recruit his/her immediate family under the GEP scheme.
- 3. Upon the recruitment and selection, the Employer shall train the Participant based on the requirement of the Employer as per the requisition submitted to the DES, ESD, DoE/Regional Employment and Labour office, MoLHR;
- 4. The Participant shall work under a competent supervisor appointed by the Employer;
- 5. To provide on-the-job training to Participant and ensure quality through assessment and certification of the program;
- 6. The Employer must pay the Participant as indicated in the requisition submitted by first week of the following month;
- 7. The Employer shall compensate the Participant for any injuries including accidents and death in accordance to the Labour and Employment Act of Bhutan, 2007;

- 8. The Participant shall be allowed to avail benefits and other entitlement as per the Internal Service Rules of the Organization of the employer;
- 9. The Employer shall submit a job description of the Participant and a copy of such document shall be submitted to the DES, DoE, MoLHR/respective Regional Employment and Labour Office at the time of recruitment;
- 10. In the absence of Internal Service Rules, the Employer shall provide such benefits in accordance to the Labour and Employment Act of Bhutan, 2007 and its Regulations;
- 11. The Employer shall maintain the monthly attendance sheet of Participant duly signed by the supervisor and should produce as and when required by MoLHR and other relevant agencies;
- 12. The Employer shall submit the performance evaluation of the Participant on quarterly basis to the DES, MoLHR /respective Regional Employment and Labour Office, in case if the employer fail to submit the performance Evaluation report the Unit shall withhold allowance Disbursement
- 13. In case the Participant separates from the employer, the employer shall immediately notify the concerned officer through call or email; and submit the official written letter within 6 working days
- 14. Submit requisition for Human Resource under DES with following details:
- Position with qualification;
- Number of vacancies;
- Location:
- Nature of work indicating the person to be on contact with MoLHR, and
- Guarantee permanent employment after the agreed duration of attachment.
- 15. Ensure to pay the salary upon completion of the attachment period, which should not be less than the total amount paid by MoLHR and the partner agencies during attachment period or as per the prevailing wage rate in the labour market for the particular occupation or whichever is higher;
- 16. Provide adequate support to the Participants as required by the nature of occupations and work; and
- 17. At no point of time during the attachment should the DES Participants be misused and exploited by the partner agencies.
- 18. Submit the service regularization letter to the ministry after the completion of one year attachment period (Support term from Ministry) and shall be laible for inspection by Department of Labour as per the Labour and Employment Act, 2007

VII. When a contract of employment may be terminated

1. Contract of Employment can be terminated as per Section 92 of Labour and Employment Act, 2007

VIII. Liabilities of the Employer:

1. If the Employer contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the Employer shall be deprived from any future support and Services from Guaranteed Employment Program.

IX. The Roles and Rights of Participant:

- 1. The Participant shall work as per the job description provided during his/her recruitment and selection;
- 2. The Participant shall respect and honor the Internal Service Rules of the employing agency;
- 3. The MoLHR shall disburse such amount as per the existing government procedure;
- 4. DES Participants are subjected to all rules and regulations governing the Partner Agency with whom they have been attached. However, if such rules and regulations come in conflict with those of the Direct Employment Scheme, the terms and condition of the DES shall take precedence over those of the Partner Agencies.
- 5. Signing of Employment Agreement:-The DES Participants should sign an employment agreement at the time of initial appointment;
- 6. Transportation: The participants are required to arrange their own transportation from the MoLHR to the place of posting. However, the partner agencies may need to arrange transportation for official duty and during the emergencies;
- 7. Accommodation: Individual DES Participants shall be solely responsible for arranging their own accommodation. However, the partner agencies should assist/support them if the location/work site is in remote where there are no residential houses;
- 8. Discontinuation: If the Participants discontinue the program on medical ground, he/she should produce medical certificate dully certified by competent medical practitioner in Bhutan. Rest will be dealt as per the terms and conditions of the employment agreement; and

9. Absenteeism: DES Participants who are absent from work/duties without approval of their Supervisors/Heads of the partner Agency shall be dealt as per the internal service rule of the respective Agency. However, the partner Agency shall report immediately to the nearest MoLHR's Office for necessary action/ the Dealing officer shall deduct the payment on pro-rata basis (allowance/ no of days in a month)

X. Liabilities of the Participant

1. If the Participant contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the participant shall be not entitled for any opportunities from Ministry of Labour and Human Resources and shall be considered employed

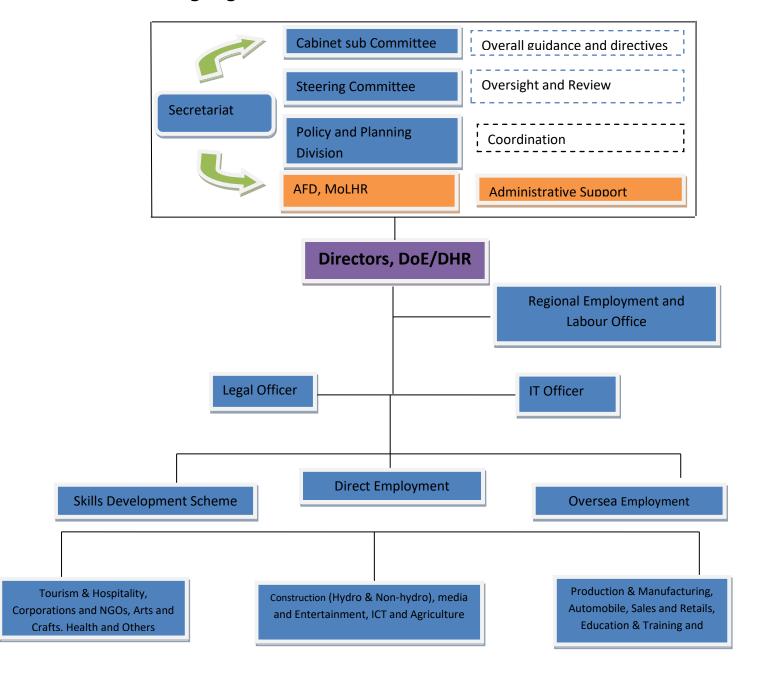
XI. Eligibility Criteria

The participants of DES should:

- a. Be a registered job seeker and must fulfill minimum criteria set as per the requirement of the areas and occupations of engagement program;
- b. Be medically fit and mentally sound;
- c. Be ready, willing and available to take up any form of employment;
- d. Be at least 18 years of age at the time of recruitment with a minimum qualification of Class X:
- e. Not be in full-time education/training;
- f. Be agreeing to the terms and conditions laid down by the MoLHR or in employment agreement; and
- g. Receive preference if found chronic job seekers in the Job Portal system of MoLHR

XII. Administration and Coordination

a. Organogram of DES:



a. Coordination

The Policy and Planning Division, MoLHR shall be the main coordinating body for the DES under GEP.

b. Procedures for the Recruitment, Selection and Placement of DES Participants

The implementation of DES will generally comprise of the following procedures:

I. Announcement

Announcement will be made from time to time depending on the requirement from the partner agencies. The announcement will contain information on available vacancies by sectors, location and qualification.

II. Validation and Screening of DES Participants

The focal person of the DES shall validate employment status of job seekers from the online job portal data-base as per the eligibility criteria. The preference shall be given to the chronic job seekers who are not able to find jobs for more than six months. Once job seekers are attached under DES, the employment status of the particular DES Participants will be updated as employed in DES system and will be de-registered from the job portal.

III. Placement

Job seekers will be attached or placed with various partner agencies depending on the requirement considering the qualification and subject requirement. The placement in areas other than Thimphu shall be done preferably in their respective Dzongkhags in the 1st week of every month by RDs of MoLHR.

The focal officer of the DES shall issue an appointment order mentioning clear information on the place of posting, name of the partner agency and effective date with the copy to the partner agencies and respective Regional Employment and Labour Office.

IV. Monitoring and Supervision

DES Participants shall be kept under the general supervision of the partner agencies and direct supervision of a qualified skilled supervisor, appointed by the management. The Participant shall be monitored and assessed regularly during the attachment period by the supervisor and the MoLHR/Regional Employment and Labour Office to determine progress of the Participant. The MoLHR shall carry out monitoring visits from time to time but not less than once in six month during the attachment period and once regularized they shall be governed by Labour and Employment Act, 2007.

c. Role of the DES Implementing Officer

In-order to ensure effective implementation of DES, DoE, MoLHR /Regional Employment and Labour Office shall carry out the following monitoring activities:

- 1. Prepare monitoring and supervision plan and carry out the monitoring with or without prior information to Partner Agencies;
- 2. Carry out physical verification and check relevancy aspect of the attachment with reference to the appointment order ensuring that the trade/occupation specified in the appointment order is not altered;
- 3. Submit monitoring and supervision report to the Director, Department of Employment within a week of monitoring visit for follow up action;
- 4. Conduct wrap up meeting with partner Agencies and provide feedback for further improvement;
- 5. The monitoring Officer will be fully responsible for reporting on issues and concerns related to DES to the Department of Employment for appropriate

	action during the attachment period.
6.	The monitoring shall be carried out at least twice a year.

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ROYAL GOVERNMENT OF BHUTAN MINISTRY OF LABOUR AND HUMAN RESOURCES

Employment Agreement Form

This agreement is entered onday of,	20,	, between
Mr/MsBearing CID		
Village: gewog: Dzongkhag:Proprietor/CEO of Trade License No/CDB No Located in (Hereafter referred as Employer) and		holding
Mr./MsBearing CID	_	
This agreement is in accordance with Guideline on Direct Employmer issued by the Ministry of Labour and Human Resources. This agree Pages. General Clause:		
Whereas the Participant shall be attached with as for a maximum period of one years//201to/ 20 on the consolidated mon Nu/- paid by MoLHR and the Employer. (MoLHR Nu upon completion of one years on attachment, the Employer's Participant's employment and submit the service regularization lett upon completion of the attachment period and	s, with Ithly all /- an Ihall reger to	effect from lowance of d Employer gularize the the Ministry
After the attachment period he/she will be paid basic salary of Nuaddition, the Participants shall be entitled to receive benefits in accinternal service rules of the firm and will be amended from time to time shall be governed by Labour and Employment Act, 2007.	ordan	ce with the

TERMS AND CONDITIONS FOR THIS AGREEMENT SHALL BE AS FOLLOWS:

In consideration of the promises and other goods and valuable consideration (the sufficiency and receipt of which are hereby acknowledge the parties agree on follows:

Obligations of the Employer:

The Employer shall have the right to select, recruit and employ the Participant from the list of short listed candidates provided by the Direct Employment Scheme Unit DES, DoE, MoLHR from the E-Registration System for Guaranteed Employment Program;

Upon the selection and recruitment, the Employer shall train the Participant based on the requirement of the Employer as per the requisition submitted to the DES, DoE, MoLHR/respective Regional Employment and Labour Office;

All partner Agencies under DES must be subjected to Auditing and inspection by other external agencies such as Royal Audit Authority and other agencies as and when required

The Participant shall work under a competent supervisor identified by the Employer;

The Employer must pay the Participant as agreed in the general clause by first week of the following month;

The Employer shall maintain and submit the monthly attendance sheet of Participant duly signed by the supervisor and should produce as and when required by MoLHR and other relevant agencies;

The Employer shall submit the performance evaluation of the Participant on quarterly basis to the DES, MoLHR /respective Regional Employment and Labour Office,

In case the Participant separates from the employer, the employer shall immediately notify the concerned officer through call or email; and submit the official written letter within 6 working days

Submit the service regularization letter to the ministry after the completion of the attachment period (Support term from Ministry)

Liabilities of the Employer:

If the Employer contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the Employer shall be deprived from any future support under Guaranteed Employment Program.

2.b/ The Obligations and Rights of Participant:

The Participant shall work as per the job description provided during his/her recruitment and selection;

The Participant shall respect and honor the Internal Service Rules of the company and Labour and Employment Act, 2007.

Absenteeism: DES Participants who are absent from work/duties without approval of their Supervisors/Heads, MoLHR shall deduct the payment on pro-rata basis on the amount released.

the participants shall work with the employer after the regularization

Liabilities of the Participant

If the Participant contravenes any provisions of the agreement laid down by the MoLHR, the participant shall not be entitled for any opportunities from Ministry of Labour and Human Resources and shall be considered employed.

Effective Date

This Agreement shall come to force from the date of its execution.

Interpretation of Agreement

The validity, interpretation, construction and performance of this agreement shall be governed by the Labour and Employment Act, 2007 and its Regulations.

Performance Reviews:

The participants will be provided with written performance appraisal at least once per year and appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

Termination:

The agreement shall be terminated by issue of notice if anyone of the parties/party are found in contravention of participant is found to be employed prior to the agreement signing. The Ministry shall discontinue the allowance disbursement.

- a. The participants mat at any time terminate this agreement and his employment by giving not less than 30 days written notice to the employer or payment in lieu of notice period.
- b. The employer may terminate this agreement and the participants employment at any time, without notice or payment in lieu of notice, for sufficient cause.
- c. The employer may terminate the employment of the participant at any time without sufficient cause pursuant to (b) above, provided the employer pays to the participant an amount as required by the Labour and Employment Act of Bhutan, 2007.
- d. In the event of termination of this agreement, both the parties shall notify the DES, MoLHR and Regional Labour and Employment office within 6 working days from the date of termination of this contract.

Confidentiality

The Participants acknowledges that, in the course of performing and fulfilling his duties hereunder, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to competitors of the Employer would be highly detrimental to the interests of the Employer. The Participants further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Employer is entitled to protect. Accordingly, the Participants covenants and agrees with the Employer that he will not, during the continuance of this agreement, disclose any of such confidential information to any person, firm or corporation, nor shall he use same, except as required in the normal course of his engagement hereunder, and thereafter he shall not disclose or make use of the same.

Severability

The Parties hereto agree that in the event any article or part therof of this agreement is held to be unenforceable or invalid then said article or part shall be stuck and all remaining provision shall remain in full force and effect.

Declaration

The parties hereby, have read and understood this agreement and its terms and conditions mentioned herein fully. We also understand that breach of any provision of this agreement shall be settled amongst the parties failing which the aggrieved Party shall have the right to seek redressal with Labour Relation Division, Department of Labour, Ministry of Labour and Human Resources established under the Labour and Employment Act of Bhutan, 2007.

Affix	Affix
Legal	Legal
Stamp	Stamp
Employer:	DES Participant:
CID:	CID:
Place:	Place:
Sign: WITNESS ID No: Contact No:	Sign WITNESS ID No: Contact No:

This employment agreement is signed in presence of the Chief Labour Administrator, MoLHR

Chief Labour Administrator
MoLHR

ANNEXURE-II

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Letter of Undertaking from Employer

	bearingCIDCEO/Proprietor hereby undertake that:
 the jobseeker I am recruence enrollment (before the Configuration). I am not converting his em Is not my immediate family 	ployment under GEP
the event the above declaration	information is true to the best of my knowledge. In n is found to be incorrect, I shall be liable for nature I hereby declare that the above details are ge. –
Legal Stamp	
Name:	
	Witness:
CiD:	Name:
Mobile No:	CID:

Address:	Address		
	ANNEXURE-III		
Date:	Undertaking from Jobseekers		
I,h	BearingCIDJobseekerNonereby undertake that:		
	ployment under GEP and 7 firm(where I am being recruited) loyed in the firm through proper selection procedure		
I, hereby confirm that the above information is true to the best of my knowledge. the event the above declaration is found to be incorrect, I shall be liable administrative/legal action. Signature I hereby declare that the above details a correct to the best of my knowledge. –			
Legal Stamp			
Name:	Witness:		
	Name:		
Mobile No:	CID:		

Address: Address

ANNEXURE-IV

Undertaking from Guarantor

		Ondertaking i	Iom Guai	ancoi		
Detail	ls of Guarantor					
2.	Name:	Profess	sion:			
_	CID No:					
3.	Permanent Address:					
	House No:	Tharm No:		Village:		
4	Gewog:					
4.	Name and Address of the	e Employer:			_	
under Mr/M who i emplo	are true, correct and contake and be held responded from the series of take and be held responded from the series of the series	usible for any rea iine jobseeker a Agreement Signir	ason, I Gu C nd he/sh ng with Mi	larantee ai ID e has not nistry of La	nd undertake tha worked with th abour and Huma	at e n
Legal Stamp						
Name	 :					
CiD:						
Mobile	e No:					

Address:

Dealing Officer Name &Sign

ANNEXURE-V

MoLHR/DoE/DES/2016/16/485

Thimphu								
Subject: DES Pl	Subject: DES Placement Order							
-	Dear Sir, The Direct Employment Scheme (DES) under the Department of Employment is pleased to place following jobseekers in your Organization against the requisition:							
Name	CID	Occupation	Date of joining	Attachment completion Date				
diligently, and enter the attachment of Submit bank account and Be punctual, being requirements of The employer of the train job seeks Ensure that the occupation. Maintain daily at the release of stip Monitor and sup Department of E. The employer of E. The employer must participants of the participants of the molecular must participant of the submit Perform record, failing we Submit the Serveriod.	ndeavor to gaperiod. count number have in a respectable and shoust: Provide ers and ensuring between the pend by the period by t	er to the DES apponsible manual afety regulation a skilled support the jobseek and submare	mployability skills unit within two we mer and work according ervisor and appropriate are not left una men any assignment (uit it to the Departs the month jobseekers from til asis and, indicated in the recording on on the Bank Acc d submit the recordinate the allowand r after the complete	priate tools and materials attended or ideal. (s) other then the specified ment of Employment for me to time and inform the requisition submitted by count if the individual ord to MoLHR. HR along with wage				
Dealing Officer received by:								

Date:....

ANNEXURE-VI

Performance Evaluation form (to be submitted on quarterly basis

Company Name:

Employee Information	n					
Name:	Job Seeker no.:					
Job Title: years			Attachi	ment Duratio	on: one	
Department:	Appointment Date:					
Review Period: from	_ //201_	to /	_ / E1	nployer:		
Ratings						
Rate from a score of 1 to 5	Needs Improvem ent (score Value -1)	Below Expectati on (score value- 2)	3- Meets Expectati on (score value - 3)	4- Exceeds Expectati on (score value -4)	5- Outstandi ng (score value - 5)	
Job Knowledge (tick)						
Comments if any;						
Work Quality (tick)						
Comments if any;						
Attendance/punctu ality (tick)						
Comments if any;						
Initiative (tick)						

Comments if any;				
Communication Skills (tick)				
Comments if any;				
Attitude (tick)				
Comments if any;				
Dependability (tick)				
Comments if any;				
1 : Needs Improvement 3 : Meets Expectation 5 : Outstanding		v Expectation		
Evaluation				
Additional Comments, i	f any			
Goals/targets achievem	ent			
Employer's Signature as Date://20		ıator):		
Reviewed by (DES office Dat	er, MoLHR/Re		Labour Office):

ANNEXURE VII

DECLARATION OF CONFLICT OF INTERESTS

Name of the Committee member/Committee
CID No:
Subject:
Date:
I do not have or anticipate any Conflict of Interest. I shall notify the Agency concerned immediately in the event such interests arise in the course of or before discharging my duty; OR
I do have Conflict of Interest in view of the following reason(s):
Family Member:
Close Relative:
Close Friend:
In-Laws:
Enemy:
Others:
I, hereby confirm that the above information is true to the best of my knowledge. In the event the above declaration is found to be incorrect, I shall be liable for administrative/legal action. Signature I hereby declare that the above details are correct to the best of my knowledge and I make this conflict of interest declaration in good faith. –
Signature (Employee)
Date:
Place: