

United Arab Emirates



सत्यमेव जयते

Memorandum of Understanding

between

the Government of the United Arab

Emirates

and the Government of the Republic of

India on

Cooperation in the Field of Manpower

Introduction

The Government of the United Arab Emirates (UAE) and the Government of the Republic of India (hereinafter referred to as the Parties)

Bearing in mind the friendly and cooperative relations that exist between the two countries and their peoples.

Desiring to enhance the existing friendly relations between the two countries through cooperation in the field of manpower to promote mutual benefits, as outlined in this Memorandum of Understanding which is intended to guide the development of an institutional partnership between the two Parties with a focus on practical outcomes from an improved administration of the contract employment cycle of Indian workers in the UAE.

Recognizing the benefits to be derived by both countries from close cooperation in the field of manpower.

And pursuant to the prevailing laws and regulations in each of the two countries.

Have agreed as follows:

Article 1

GENERAL PROVISIONS

For the purposes of this Memorandum of Understanding:

The term "manpower", used interchangeably with the term

"workers", shall refer to all Indian nationals employed in the UAE by virtue of employment contracts that are registered with the UAE Ministry of Human Resources and Emiratisation and verified by the Ministry of External Affairs, Government of India, wherever required and who depart from the UAE at the end of their contracted employment.

The UAE Ministry of Human Resources and Emiratisation (MOHRE) and the Ministry of External Affairs, Government of India will implement the provisions of this Memorandum of Understanding with a view to increasing their collaboration in promoting best practices in the administration of the cycle of contractual employment provided to Indian nationals in the UAE.

Article 2

AREAS OF COOPERATION

1. The two Parties agree to cooperate to ensure sound and effective administration of the contract employment cycle in accordance with their respective laws and regulations through:
 - a) Collaborative administration of the contract employment cycle including the use of information technology, the exchange of information and continuing studies in the area of manpower;
 - b) Ensuring that the deployment of manpower is conducted in accordance with the principles of transparency, ethical recruitment, fairness and mutuality of benefits; their job roles, designation and description;
 - c) The regulation of employment agencies to enforce fair and

transparent recruitment practices in their respective jurisdiction and compliance of all actors in the process of recruiting Indian workers for employment in the UAE with the rule of law and strengthening the Parties' respective regulations to combat trafficking in persons;

d) Other relevant technical and human resource development cooperation as agreed by both Parties; and

e) The undertaking of joint collaborative programs and activities, including pre-departure and post-arrival educational programs in pursuit of the objective of improving the administration of the full contract employment cycle. Such collaborative programs or activities shall be mutually consulted and coordinated between the two Parties in order to draw maximum benefit from their implementation.

2. The gateway for the submission and processing of applications by UAE employers for manpower from India is MOHRE's applicable online system. MOHRE shall make the key terms and conditions of employment, as they are captured in the application and in the eventual standardized employment offer available to the Ministry of External Affairs (MEA), Government of India by way of linking MOHRE's online system with MEA's applicable online system. A Joint Technical Committee shall be established to define and implement linkage requirements.

3. Ensuring the validity of the visa issued by the UAE to Indian workers, wherever required to facilitate departure at the Indian Airports/ Immigration check post.

Article 3

EMPLOYMENT CONTRACT

- 1- The terms and conditions of employment of Indian manpower in the UAE shall be defined by an individual employment contract between the worker and the employer. An offer that is mirrored on the contract will be signed by both Parties prior to the worker's departure from India. A copy of the UAE Standard Employment Contract is attached.

- 2- Upon arrival of the worker in UAE, he/she will sign an employment contract that will clearly state the rights and obligations of the worker and employer, in conformity with the UAE Labour laws, and be duly filed with MOHRE to constitute the sole binding contract document for the purpose of enforcement in the UAE. The terms and conditions of employment, as stated in the contract, shall not vary from those contained in the employment offer except for alterations that are favourable to the worker.

- 3- The employment contract shall be written in the Arabic and English languages;

- 4- The Arabic and English versions of the labour contract will be the only authenticated versions recognized by the Ministry of Human Resources and Emiratisation. If and when a dispute pertaining to the terms of the contract between worker and employer is referred to the relevant judicial authorities of the UAE, it is the Arabic text that shall be adopted. The Government of India reserves the right to use the English text, being equally authentic.

Article 4

RESPONSIBILITIES OF THE GOVERNMENT OF INDIA

- 1- Ensure that the recruitment and preparation for deployment of workers to the UAE will be in accordance with the existing Indian laws, procedures, guidelines and regulations.
- 2- Ensure that Indian workers to be deployed have the necessary qualifications, and are physically and mentally fit to perform the work for which they are being employed.
- 3- Ensure that, prior to his/her departure from India, the Indian workers to be deployed to the UAE wherever required are in possession of an employment offer duly signed by both the worker and the employer, verified and approved by the MEA.
- 4- Ensure that the workers are provided with proper briefing/orientation prior to their departure on relevant laws, regulations, policies, procedures, norms, cultures and practices in both countries of origin and destination relating to their employment.
- 5- Ensure that workers employed in the UAE will be recruited based on the stated needs of the contracting UAE employer; the Government of India commits to take all necessary measures that extend legal protection to departing workers in accordance with its laws and regulations.

Article 5

RESPONSIBILITIES OF THE UAE GOVERNMENT

- 1- Ensure that the entry and employment in the UAE of Indian workers governed by this Memorandum, will be in accordance with the relevant UAE laws, procedures, guidelines and regulations;
- 2- Ensure the enforcement and implementation of the employment contract duly authenticated by the UAE government
- 3- Ensure the rights and promote the welfare of Indian workers in UAE pursuant to its laws.
- 4- Ensure that applications for the employment of Indian workers shall include the job specifications, required qualifications, type of job for which recruitment is proposed as well as the terms and conditions of employment offered including working hours, wages, non-wage benefits, medical facilities, accommodation and transport when applicable, compensation in case of injury or death of the worker due to employment, as per prevailing UAE law, end-of-service entitlement and any other details required, by the UAE Ministry of Human Resources and Emiratization.
- 5- Ensure that workers will have the right to remit their incomes to their country of origin or elsewhere, at their discretion, in accordance with and subject to UAE financial and other relevant regulations.
- 6- Enforce UAE regulations as per the standardized employment contract, of the right(s) of the individual to maintain possession of their personal identification document(s).
- 7- Endeavour to share with the Government of India the award of work permits by MOHRE to Indian nationals.

Article 6

DISPUTE RESOLUTION CONCERNING EMPLOYMENT

1. In case of a dispute between the employer and the worker, a complaint will be filed with the competent department of the UAE Ministry of Human Resources and Emiratisation to endeavour for an amicable settlement in a time-bound manner. If no amicable settlement is reached, the complaint will be referred to the competent judicial authorities for settlement.
2. The Parties will ensure access of workers to legal assistance from their respective offices.
3. Repatriation of Indian nationals upon completion of the employment contract, the expiry of visas, non-cancellation/non-renewal of visas where the employer is not in position to fulfil his legal obligations shall be facilitated by the UAE authorities in an emergency or as the need arises, provided there is no criminal case pending against the Indian worker.

Article 7

JOINT COMMITTEE

- 1- The two Parties will establish a Joint Committee to implement this Memorandum of Understanding.
- 2- The Joint Committee will monitor and evaluate/assess the implementation of this Memorandum of Understanding
- 3- The Committee will be composed of at least three members from each Party, led by a senior official, and shall meet annually or when it is deemed necessary, alternately in the U.A.E and India.

Article 8

EFFECTIVITY, DURATION, AMENDMENT AND SUSPENSION

- 1- This Memorandum of Understanding will enter into force from the date of its signature and shall remain in force for a period of four (04) years and shall automatically be renewed for similar successive periods. If either Party intends to terminate this MOU, then, that Party may by way of a written notice communicate its intention to terminate, to the other Party through the diplomatic channels, at least three months prior to the date of termination, in which case the termination becomes effective six months after the date of the notice.

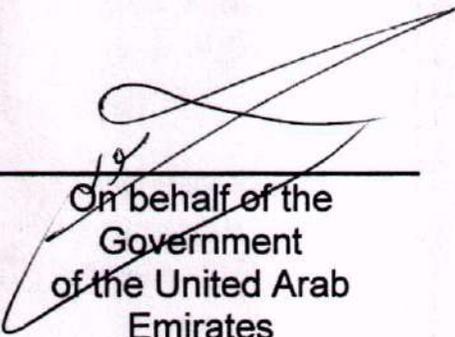
- 2- The two Parties may agree to amend this Memorandum of Understanding after due consultation and by way of a signed addendum that becomes a complementing and integral part of this MOU.

- 3- Either Party may opt to suspend the implementation of this Memorandum of Understanding, in whole or in part, for reasons of national security, public order or public health, by duly notifying the other Party through diplomatic channels.

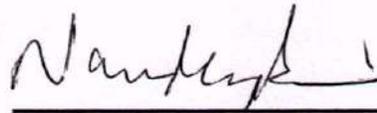
- 4- Any dispute between the Parties arising out of the interpretation or implementation of this Memorandum of Understanding will be settled amicably by consultations or negotiations through diplomatic channels.

Signed in Abu Dhabi on the 10 February 2018 in three originals each in Arabic, Hindi and English languages, all texts being equally authentic.

In case of any divergence in interpretation, the English text shall prevail.



On behalf of the
Government
of the United Arab
Emirates
HE. Nasser Thani Juma
Alhamli,
Minister of Human
Resources
and Emiratisation



On behalf of the
Government of the
Republic of India
H.E. Navdeep Suri
Ambassador of India to
the
United Arab Emirates

Protocol on Domestic Workers
Annexed to the Memorandum of
Understanding
between
the Government of the United Arab
Emirates
and the Government of the Republic of
India
in the Field of Manpower

Pursuant to the Memorandum of Understanding (MOU) for cooperation in the Field of Manpower signed on 10 February 2018 by the UAE Ministry of Human Resources and Emiratisation and Ministry of External Affairs, Government of the Republic of India (hereinafter referred to as Parties)

Noting the enactment of the UAE Law on Domestic Workers that entered into effect on 16 June 2017 and governs the employment of all domestic workers in the UAE;

Noting the applicable laws and regulations of the Government of India on recruitment and deployment overseas of Indian domestic workers;

Noting the shared desire of both Parties to facilitate the recruitment and admission of Indian domestic workers to the UAE and their employment in accordance with the provisions of the UAE Law on Domestic Workers and in compliance with applicable Government of India laws and regulations governing the recruitment and deployment overseas of Indian domestic workers , the two frameworks extending legal protection to Indian domestic workers prior to deployment and when in the UAE, respectively;

The two Parties agree to the following:

I. Recruitment of Indian Domestic Workers

The two Parties agree to cooperate to ensure that the recruitment of Indian domestic workers for employment in the UAE is subject to the following enforceable measures:

1. The recruitment of Indian domestic workers can be done directly or through registered and duly licensed UAE private recruitment agencies. Only registered and duly licensed UAE private recruitment agencies will process applications submitted by UAE employers for the placement of Indian domestic workers with UAE employers.

2. Only registered and duly licensed recruitment agencies authorized by the Ministry of External Affairs, Government of India for recruitment of male and female category workers will submit the names and details of candidates for approved vacancies.

3. The Two Parties will endeavour to ensure compliance by recruitment agencies with their respective laws, rules and regulations.

4. The two Parties will cooperate to itemize and identify all costs associated with the recruitment and deployment of Indian domestic workers and continuously update the itemized list

5. The obligations of UAE agencies to both worker and employer will be as per the UAE Law on Domestic Workers and contained in the Standard Contract.

6. The obligations of Indian registered and licensed agencies to both worker and employer will be as per the Indian laws and regulations governing the recruitment and deployment overseas of Indian domestic workers.

7. The two Parties will cooperate to combat all manifestations of forced labour and trafficking in persons and violations of labour rights.

8. Endeavour to share with the Government of India the award of work permits by MOHRE to Indian nationals.

II. The Contracting Process

The two Parties agree to cooperate to ensure that the contracting of Indian domestic workers is transparent and compliant with their respective regulations:

1. The employment of a domestic worker by a UAE employer will be governed by a Standard Employment Contract, a copy of which is attached to this Protocol.
2. A duly filled Employment Offer that is mirrored on the standard contract will be communicated by the UAE recruiting agency to the prospective worker for the purpose of obtaining the verifiable consent of the worker to the terms of employment.
3. The two Parties will cooperate to ensure that the terms of the offer are accessible and approved by the Indian side.
4. The Employment Contract will be signed by employer and worker upon the arrival of the worker to the UAE.
5. The two Parties will cooperate to design and deliver pre-departure and post-arrival worker and employer orientation programs.
6. The consummation of the contract will be subject to the provisions of the UAE Law on Domestic Workers and the terms of the contract.
7. Termination of the contract will be governed by the provisions of the UAE Law and the termination clause of the Standard Contract.

8. Dispute resolution will be subject to the provisions of the Law and the terms of the contract. The two Parties will cooperate to ensure that the rights that are extended to Indian domestic workers under the UAE Law on Domestic Workers and other legislations are duly protected and undertake legal measures against recruitment offices, companies or agencies in violation of the laws of either country.

9. Ensure the rights and promote the welfare of Indian workers in UAE pursuant to its laws..

10. Ensure that recruitment agencies, offices or companies of both countries and the employer shall not charge or deduct from the salary of the domestic worker any cost attendant to his/her recruitment and deployment or impose any kind of unauthorized salary deductions;

11. The monthly salary as provided in an employment contract is paid, and the same is verifiable.

12. Facilitate the repatriation of the Indian domestic worker upon completion/ termination of the contract, or in an emergency situation, or as the need arises, provided there is no criminal case pending against the Indian worker.

III. Implementation of this Protocol

1. The Two Parties agree to establish a Joint Committee to oversee the implementation of this Protocol.

2. At its inaugural meeting, the committee will identify and agree on a timeline for the development of implementing tools, including IT requirements, to empower the Two Parties to implement the terms of this Protocol.

3. The Committee will meet at least once a year to monitor and jointly assess the outcome of cooperation on domestic labour.

This Protocol will remain in force until the expiration of the term of the Memorandum of Understanding (MOU) on cooperation in the Field of Manpower and will be renewed for similar periods as and when the MOU is renewed.



United Arab Emirates



सत्यमेव जयते

संयुक्त अरब अमीरात की सरकार
और
भारत गणराज्य की सरकार
के बीच जनशक्ति के क्षेत्र में सहयोग पर
समझौता ज्ञापन

प्रस्तावना

संयुक्त अरब अमीरात (यूएई) की सरकार और भारत गणराज्य की सरकार (इसके उपरांत इन्हें पक्षकारों के रूप में संदर्भित किया गया है)

दोनों देशों और उनके लोगों के बीच मौजूद मित्रतापूर्ण और सहयोगात्मक संबंधों को ध्यान में रखते हुए;

आपसी लाभों को आगे बढ़ाने हेतु जनशक्ति के क्षेत्र में सहयोग द्वारा दोनों देशों के बीच वर्तमान मित्रतापूर्ण संबंधों को बढ़ाने की इच्छा से, जैसा कि समझौता जापन में रेखांकित किया गया है जो कि संयुक्त अरब अमीरात में भारतीय कामगारों के संविदा रोजगार चक्र के सुधरे हुए प्रशासन के वास्तविक परिणामों पर केंद्रित दोनों पक्षकारों के बीच संस्थागत भागीदारी के विकास को निर्देशित करने के उद्देश्य से है;

जनशक्ति के क्षेत्र में घनिष्ठ सहयोग से दोनों देशों को मिल सकने वाले लाभों को पहचानते हुए;

और दोनों देशों में से प्रत्येक के वर्तमान कानूनों और विनियमों के अनुसरण में;

निम्नानुसार सहमत हुए हैं:

अनुच्छेद 1

सामान्य प्रावधान

इस समझौता जापन के प्रयोजनों के लिए:

"जनशक्ति" शब्द का प्रयोग "कामगार" शब्द से परिवर्तनीय है, जो कि संयुक्त अरब अमीरात मानव संसाधन और प्रवर्तन मंत्रालय में पंजीकृत हैं और विदेश मंत्रालय (भारत सरकार) द्वारा इनका सत्यापन किया गया है रोजगार संविदा के द्वारा संयुक्त अरब अमीरात में रोजगार करने वाले सभी भारतीय नागरिकों के लिए संदर्भित है, जब भी आवश्यकता पड़ती है और उनके संविदात्मक रोजगार की समाप्ति पर जो संयुक्त अरब अमीरात से प्रस्थान करते हैं।

संयुक्त अरब अमीरात मानव संसाधन और प्रवर्तन मंत्रालय (एमओएचआई) और विदेश मंत्रालय, भारत सरकार यूएई में भारतीय नागरिकों को प्रदान किए जाने वाले संविदात्मक रोजगार चक्र के प्रशासन में उत्तम अभ्यासों को आगे बढ़ाने में सहयोग को बढ़ाने के दृष्टिकोण से इस समझौता जापन के प्रावधानों को कार्यान्वित करेंगे।

अनुच्छेद 2

सहयोग के क्षेत्र

1. दोनों पक्षकार अपने-अपने कानूनों और विनियमों के अनुसार संविदा रोजगार चक्र के मजबूत और प्रभावशाली प्रशासन को सुनिश्चित करने हेतु सहयोग के लिए सहमत हैं:

क) संविदात्मक रोजगार चक्र का सहयोगात्मक प्रशासन जिसमें सूचना प्रौद्योगिकी का प्रयोग, जनशक्ति के क्षेत्र में सूचना और निरंतर अध्ययन का आदान-प्रदान शामिल है;

ख) यह सुनिश्चित करना कि जनशक्ति की नियुक्ति पारदर्शिता, नैतिक भर्ती, निष्पक्षता और आपसी लाभों; उनके कार्य की भूमिका, पदनाम और विवरण के सिद्धांतों के अनुरूप किया गया है।

ग) रोजगार एजेंसियों का विनियमन उनके क्रमशः क्षेत्र में उचित और पारदर्शी भर्ती अभ्यासों को लागू करना और व्यक्तियों की तस्करी को रोकने के लिए संबंधित विनियमों को सुदृढ़ करने और कानून के शासन के साथ यूएई में रोजगार के लिए भारतीय कामगारों की भर्ती की प्रक्रिया के सभी भागीदारों को अनुपालन करना है;

घ) दोनों पक्षकारों की सहमति के अनुसार अन्य संगत तकनीकी और मानव संसाधन विकास सहयोग; और

ड) संयुक्त सहयोगात्मक कार्यक्रमों और क्रियाकलापों को करना, जिसमें पूर्ण संविदा रोजगार चक्र के प्रशासन को सुधारने के उद्देश्य के अनुपालन में प्रस्थान पूर्व और आगमन के बाद शैक्षिक कार्यक्रम शामिल हैं। दोनों पक्षकारों के बीच आपसी रूप से परामर्श किए गए और सहयोगात्मक रूप से

ऐसे सहयोगात्मक कार्यक्रम और क्रियाकलाप उनके कार्यान्वयन से अधिकतम लाभ उठाने के लिए किए जाएंगे।

2. भारत से जनशक्ति के लिए यूएई नियोक्ताओं द्वारा आवेदनों को जमा करने और प्रक्रिया करने का गेटवे एमओएचआरई की प्रायोज्य ऑनलाइन प्रणाली है। एमओएचआरई रोजगार की मुख्य शर्तों और उपबंधों को बनाएगी, क्योंकि आवेदनों में इसे शामिल किया गया है और विदेश मंत्रालय की प्रयोग की जाने वाली ऑनलाइन प्रणाली के साथ एमओएचआरई की ऑनलाइन प्रणाली को जोड़ने के द्वारा विदेश मंत्रालय, भारत सरकार में अंतिम रूप से मानकीकृत रोजगार की पेशकश उपलब्ध है।

3. भारतीय कामगारों को यूएई द्वारा जारी किए गए वीजा की वैधता को सुनिश्चित करना जब कभी भारतीय विमान पतन/उत्प्रवासन जांच केंद्र पर प्रस्थान की सुविधा की आवश्यकता पड़ती है।

अनुच्छेद 3

रोजगार संविदा

1. यूएई में भारतीय जनशक्ति के रोजगार की शर्तों और उपबंध कामगार और नियोक्ता के बीच व्यक्तिगत रोजगार संविदा के द्वारा परिभाषित किया जाएगा। संविदा में दर्शायी गई पेशकश पर दोनों पक्षकारों द्वारा कामगार के भारत से प्रस्थान से पूर्व हस्ताक्षर किए जाएंगे। यूएई मानक रोजगार संविदा की प्रति संलग्न है।

2. यूएई में कामगार के आगमन पर, वह रोजगार संविदा पर हस्ताक्षर करेगा जिसमें कामगार और नियोक्ता के अधिकार और दायित्वों को यूएई श्रम कानूनों की पुष्टि अनुसार स्पष्ट रूप से दर्शाया जाएगा और एमओएचआरई में यूएई में लागू करने के उद्देश्य से एकल वाध्यकारी संविदा दस्तावेज को बनाने हेतु भरा जाएगा। रोजगार की शर्तों और उपबंध, जैसा कि संविदा में उल्लेख किया गया है रोजगार में दी गई पेशकश से अलग नहीं होनी चाहिए इसके अलावा कि यदि कोई परिवर्तन कामगारों के लिए उपयुक्त है।

3. रोजगार संविदा को अरबी और अंग्रेजी भाषाओं में लिखा जाएगा;

4. इस श्रम अनुबंध का केवल अरबी तथा अंग्रेजी पाठ ही मानव संसाधन तथा एमिरेटाइजेशन मंत्रालय द्वारा मान्य होंगे। जब कभी भी कामगार तथा नियोक्ता के बीच अनुबंध की शर्तों से संबंधित कोई भी विवाद संयुक्त अरब अमीरात के संबंधित न्यायिक प्राधिकारियों को भेजा जाएगा, केवल अरबी पाठ को ही स्वीकार किया जाएगा। भारत सरकार के पास अंग्रेजी पाठ का उपयोग करने का अधिकार होगा जोकि समान रूप से प्रामाणिक है।

अनुच्छेद 4

भारत सरकार के उत्तरदायित्व

1. यह सुनिश्चित करना कि संयुक्त अरब अमीरात में कामगारों की भर्ती तथा वहाँ तैनाती हेतु तैयारी मौजूदा भारतीय कानूनों, प्रक्रियाओं, दिशा-निर्देशों तथा विनियमों के अनुरूप होगी।
2. यह सुनिश्चित करना कि तैनात किए जाने वाले कामगारों के पास अपेक्षित योग्यताएं हों और वे उस कार्य को करने के लिए शारीरिक एवं मानसिक रूप से चुस्त-दुरुस्त हों जिसके लिए उनकी तैनाती की जा रही है।
3. यह सुनिश्चित करना कि भारत से प्रस्थान से पूर्व संयुक्त अरब अमीरात में तैनात किए जाने वाले भारतीय कामगारों के पास, जहाँ अपेक्षित हो, रोजगार ऑफर पत्र हो जिस पर नियोक्ता तथा कामगार दोनों के हस्ताक्षर हों तथा विदेश मंत्रालय द्वारा साक्ष्यांकित एवं अनुमोदित हो।
4. यह सुनिश्चित करना कि कामगारों को उनके स्थान से पूर्व रोजगार के बारे में दोनों देशों के संबंधित कानूनों, विनियमों, नीतियों, प्रक्रियाओं, मानदंडों, संस्कृतियों तथा प्रथाओं के बारे में समुचित ब्रीफिंग/जानकारी प्रदान की जाए।
5. यह सुनिश्चित करना कि संयुक्त अरब अमीरात में नियुक्त किए गए कामगारों को संविदाकारी यूएई नियोक्ता द्वारा उल्लिखित अपेक्षाओं के आधार पर भर्ती किया जाए; भारत सरकार यह वचन देती है कि वह अपने

कानूनों तथा विनियमों के अनुसार यहाँ से जाने वाले कामगारों को कानूनी सुरक्षा प्रदान करने के लिए सभी अपेक्षित उपाय करेगी।

अनुच्छेद 5

संयुक्त अरब अमीरात सरकार के उत्तरदायित्व

1. यह सुनिश्चित करना कि इस समझौता जापन द्वारा अभिशासित भारतीय कामगारों के संयुक्त अरब अमीरात में प्रवेश तथा रोजगार संयुक्त अरब अमीरात के कानूनों, प्रक्रियाओं, दिशा-निर्देशों तथा विनियमों के अनुरूप होंगे;
2. रोजगार संविदा का प्रवर्तन तथा क्रियान्वयन सुनिश्चित करना जो यूएई सरकार द्वारा विधिवत् अधिप्रमाणित हो।
3. अपने कानूनों का अनुसरण करते हुए संयुक्त अरब अमीरात में भारतीय कामगारों के अधिकार सुनिश्चित करना तथा उनकी देखभाल करना।
4. यह सुनिश्चित करना कि भारतीय कामगारों के रोजगार आवेदनों में रोजगार संबंधी ब्यौरे, अपेक्षित अर्हताएं, रोजगार के प्रकार जिसके लिए भर्ती किए जाने का प्रस्ताव है और साथ ही संयुक्त अरब अमीरात के मानव संसाधन एवं एमिरेटाइजेशन मंत्रालय द्वारा पेशकश किए जा रहे रोजगार संबंधी निबंधन व शर्तों का उल्लेख हो जिनमें कार्य समय, वेतन, गैर-वेतन लाभ, चिकित्सा सुविधाएं, ग्राह्य आवास तथा परिवहन सुविधा, रोजगार के कारण कामगार के घायल होने अथवा मृत्यु होने की स्थिति में क्षतिपूर्ति संयुक्त अरब अमीरात में लागू कानूनों के अनुसार सेवा समाप्ति पात्रता और कोई अन्य अपेक्षित ब्यौरा दिया जाए।

5. यह सुनिश्चित करना कि कामगारों के पास यूई वित्तीय तथा अन्य संबंधित विनियमों के अनुसार तथा उसके अध्यक्षीन अपनी कमाई को अपने देश अथवा कहीं अन्यत्र भेजने का अधिकार हो।

6. मानकीकृत रोजगार संविदा के अनुसार अपने व्यक्तिगत पहचान दस्तावेजों को अपने पास रखने से संबंधित व्यक्तिगत अधिकारों से जुड़े यूई विनियमों को लागू करना।

7. यह प्रयास करना कि मानव संसाधन एवं एमिरेटाइजेशन मंत्रालय द्वारा भारतीय नागरिकों को सौंपे गए कार्य परमिट को भारत सरकार के साथ साझा किया जाए।

अनुच्छेद 6

रोजगार से संबंधित विवादों का निपटारा

1. कामगार तथा नियोक्ता के बीच कोई विवाद होने पर संयुक्त अरब अमीरात के मानव संसाधन एवं एमिरेटाइजेशन मंत्रालय के सक्षम विभाग में एक शिकायत दर्ज कराई जाएगी ताकि इस मुद्दे का समयबद्ध एवं सौहार्दपूर्ण तरीके से समाधान किया जा सके। यदि इसका सौहार्दपूर्ण निपटारा नहीं होता है तो यह शिकायत निपटारे हेतु सक्षम न्यायिक प्राधिकारियों के पास भेजी जाएगी।

2. दोनों पक्षकार कामगारों को अपने-अपने कार्यालयों से कानूनी सहायता सुलभ कराया जाना सुनिश्चित करेंगे।

3. रोजगार संविदा पूरा होने, वीजा समाप्त होने, ऐसी स्थिति में जहाँ नियोक्ता अपने कानूनी दायित्वों को पूरा न कर पाने के कारण वीजा रद्द न होने/नवीकृत न होने की वजह से यूई प्राधिकारियों द्वारा आपातकालीन स्थिति में अथवा जरूरत के अनुसार भारतीय नागरिकों की देश वापसी सुलभ

कराएंगे, बशर्ते उस भारतीय कामगार के विरुद्ध कोई आपराधिक मामला न हो।

अनुच्छेद 7 संयुक्त समिति

1. दोनों पक्षकार इस समझौता ज्ञापन को लागू करने के लिए एक संयुक्त समिति गठित करेंगे।
2. यह संयुक्त समिति इस समझौता ज्ञापन की निगरानी करेगी तथा इसके क्रियान्वयन का मूल्यांकन/आकलन करेगी।
3. इस समिति में दोनों पक्षकारों के कम से कम 3-3 सदस्य शामिल होंगे जिसकी अध्यक्षता एक वरिष्ठ अधिकारी करेगा और यह समिति वार्षिक आधार पर अथवा जब कभी आवश्यक हो बारी-बारी से यूएई तथा भारत में बैठक करेगी।

अनुच्छेद 8 कारगरता अवधि संशोधन तथा निरसन

1. यह समझौता ज्ञापन इस पर हस्ताक्षर किए जाने की तारीख से लागू होगा और यह 4 वर्ष की अवधि के लिए प्रवृत्त रहेगा और इतनी ही अवधि के लिए स्वतः नवीकृत हो जाएगा। जब भी दोनों में से कोई एक पक्षकार इस समझौता ज्ञापन को समाप्त करने की इच्छा जाहिर करता है तो उस पक्षकार को राजनयिक माध्यमों से इस समझौता ज्ञापन के समाप्त होने से कम से कम तीन माह पूर्व दूसरे पक्षकार को इस बाबत लिखित में सूचित करना होगा, जिस स्थिति में यह सूचना दिए जाने की तारीख से 6 (छह) माह पश्चात् लागू होगा।

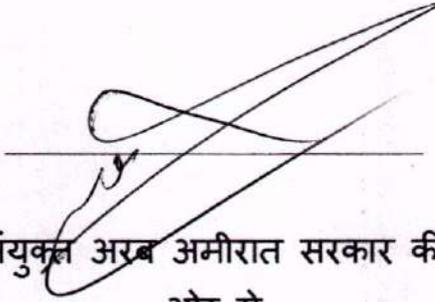
2. दोनों पक्षकार परस्पर विचार-विमर्श करने के पश्चात् तथा हस्ताक्षरित परिशिष्ट जोड़कर इस समझौता ज्ञापन में संशोधन करने पर सहमत हो सकता है जो इस समझौता ज्ञापन का अनुपूरक तथा अभिन्न हिस्सा होगा।

3. दोनों में से कोई एक पक्षकार इस समझौता ज्ञापन के क्रियान्वयन को राष्ट्रीय सुरक्षा, लोक व्यवस्था अथवा लोक स्वास्थ्य के कारणों से राजनयिक माध्यमों से दूसरे पक्षकार को विधिवत् सूचित करते हुए पूर्णतः अथवा अंशतः निरस्त करने का विकल्प चुन सकता है।

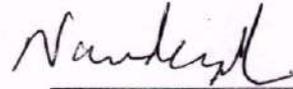
4. इस समझौता ज्ञापन के निर्वचन अथवा क्रियान्वयन से उत्पन्न किसी भी विवाद का निपटारा दोनों पक्षकारों के बीच सौहार्दपूर्ण तरीके से राजनयिक माध्यमों से परामर्श अथवा बातचीत के जरिए किया जाएगा।

इस पर दिनांक 10 फ़रवरी 2018 को अबू धाबी शहर में अरबी, हिंदी और अंग्रेजी भाषाओं में हस्ताक्षर किए गए।

निर्वचन में भिन्नता होने की स्थिति में अंग्रेजी पाठ मान्य होगा।



संयुक्त अरब अमीरात सरकार की
ओर से
महामहिम नसीर थानी जुमा
अलहामली मानव संसाधन एवं
एमिरेटाइजेशन मंत्री



भारत गणराज्य की सरकार की
ओर से महामहिम
नवदीप सूरी
संयुक्त अरब अमीरात में
भारत के राजदूत

संयुक्त अरब अमीरात की सरकार

और

भारत गणराज्य की सरकार के बीच

मानव शक्ति के क्षेत्र में

समझौता जापन से संबद्ध

घरेलू कामगार प्रोटोकॉल

संयुक्त अरब अमीरात के मानव संसाधन और एमीरेटाइजेशन मंत्रालय और भारत गणराज्य की सरकार के विदेश मंत्रालय (जिनका इससे आगे दोनों पक्षकारों के रूप में उल्लेख किया गया है) द्वारा 10 फ़रवरी 2018 को मानव शक्ति के क्षेत्र में सहयोग के लिए हस्ताक्षरित समझौता जापन (एमओयू) के अनुसरण में

घरेलू कामगारों के संबंध में यूएई कानून के अधिनियमन, जो 16 जून, 2017 से लागू हुआ और यूएई में सभी घरेलू कामगारों के रोजगार को नियंत्रित करता है, को देखते हुए;

भारतीय घरेलू कामगारों की विदेशों में भर्ती और नियोजन के संबंध में भारत सरकार के प्रयोज्य कानूनों और विनियमनों को देखते हुए;

भारतीय घरेलू कामगारों की यूएई में भर्ती और प्रवेश तथा घरेलू कामगारों के संबंध में यूएई कानून के प्रावधानों के अनुसार तथा और भारतीय घरेलू कामगारों की विदेशों में भर्ती और नियोजन को नियंत्रित करने वाले भारत सरकार के प्रयोज्य कानूनों और विनियमनों के अनुसरण में दोनों संधार क्रमशः भारतीय घरेलू कामगारों

के यूई में नियोजन से पहले और वहां रहते हुए उन्हें कानूनी सुरक्षा सुलभ कराने की दोनों पक्षकारों की साझी इच्छा को देखते हुए

दोनों पक्षकार निम्नानुसार सहमत हुए हैं:

1. भारतीय घरेलू कामगारों की भर्ती

दोनों पक्षकार यह सुनिश्चित करने के लिए सहयोग करने हेतु सहमत हैं कि यूई में रोजगार के लिए भारतीय घरेलू कामगारों की भर्ती निम्नलिखित प्रवर्तनीय उपायों के अध्यक्षीन हैं:

1. भारतीय घरेलू कामगारों की भर्ती सीधे नियोक्ताओं द्वारा या यूई की पंजीकृत और विधिवत लाइसेंस प्राप्त भर्ती एजेंसियों के माध्यम से की जा सकती है। भारतीय घरेलू कामगारों के यूई नियोक्ताओं के साथ नियोजन के लिए यूई नियोक्ताओं द्वारा प्रस्तुत आवेदनों पर को केवल पंजीकृत एवं विधिवत लाइसेंस प्राप्त यूई निजी भर्ती एजेंसियां ही कार्यवाही करेंगी।
2. पुरुष और महिला श्रेणी के कामगारों की भर्ती के लिए केवल विदेश मंत्रालय, भारत सरकार द्वारा प्राधिकृत व पंजीकृत एवं विधिवत लाइसेंस प्राप्त भर्ती एजेंसियां अनुमोदित रिक्त पदों के लिए उम्मीदवारों के नाम और ब्योरे प्रस्तुत करेंगी।
3. दोनों पक्षकार भर्ती एजेंसियों द्वारा उनके अपने कानूनों, नियमों और विनियमनों का अनुपालन सुनिश्चित करने का प्रयास करेंगे।
4. दोनों पक्षकार भारतीय घरेलू कामगारों की भर्ती और नियोजन से जुड़े सभी खर्चों को सूचीबद्ध करेंगे और उनकी पहचान करेंगे और मद-वार सूची को निरंतर अद्यतन करेंगे।
5. कामगार और नियोक्ता दोनों के प्रति यूई एजेंसियों का दायित्व घरेलू कामगारों के संबंध में यूई कानून के अनुसार होगा और मानक संविदा में समाहित होगा।

6. कामगार और नियोक्ता दोनों के प्रति भारतीय पंजीकृत एवं लाइसेंस प्राप्त एजेंसियों का दायित्व भारतीय घरेलू कामगारों की विदेशों में भर्ती और नियोजन को नियंत्रित करने वाले भारतीय कानूनों और विनियमनों के अनुसार होगा।

7. दोनों पक्षकार जबरन श्रम और व्यक्तियों की खरीद फरोख्त के सभी स्वरूपों और श्रम अधिकार के उल्लंघनों का मुकाबला करने के लिए सहयोग करेंगे।

8. एमओएचआरई द्वारा भारतीय नागरिकों को कार्य परमिट दिए जाने की सूचना भारत सरकार को देने का प्रयास किया जाएगा।

II. संविदाकारी प्रक्रिया

दोनों पक्षकार यह सुनिश्चित करने के लिए सहयोग करने को सहमत हैं कि भारतीय घरेलू कामगारों की संविदा पारदर्शी हो और उनके अपने-अपने विनियमनों के अनुपालन में की गई हो:

1. यूएई नियोक्ता द्वारा घरेलू कामगार का नियोजन मानक रोजगार संविदा द्वारा नियंत्रित किया जाएगा जिसकी एक प्रति इस प्रोटोकॉल के साथ संलग्न है।

2. मानक संविदा में प्रदर्शित विधिवत भरी गई रोजगार की पेशकश को यूएई भर्ती एजेंसियों द्वारा भावी कामगार को रोजगार की शर्तों के संबंध में कामगार की सत्यापन योग्य सहमति हासिल करने के प्रयोजनार्थ उसे संप्रेषित किया जाएगा।

3. दोनों पक्षकार यह सुनिश्चित करने के लिए सहयोग करेंगे कि पेशकश की शर्तें सुलभ हों और भारतीय पक्ष द्वारा अनुमोदित हों।

4. कामगार के यूएई में उसके आगमन पर रोजगार संविदा पर नियोक्ता और कामगार द्वारा हस्ताक्षर किए जाएंगे।

5. दोनों पक्षकार प्रस्थान पूर्व और आगमन के पश्चात् कामगार एवं नियोक्ता अनुकूलन कार्यक्रम डिजाइन करने और सुपुर्द करने के लिए सहयोग करेंगे।

6. संविदा की संसिद्धि घरेलू कामगारों के संबंध में यूएई कानून के प्रावधानों और संविदा की शर्तों के अध्यधीन होगी।

7. संविदा का समापन यूई कानून के प्रावधानों और मानक संविदा के समापन खंड द्वारा नियंत्रित किया जाएगा।

8. विवादों का समाधान कानून के प्रावधानों और संविदा की शर्तों के अनुसार होगा। दोनों पक्षकार यह सुनिश्चित करने के लिए सहयोग करेंगे कि घरेलू कामगारों के संबंध में यूई कानून और अन्य कानूनों के अंतर्गत भारतीय घरेलू कामगारों को दिए जाने वाले अधिकार विधिवत रूप से सुरक्षित हों और दोनों में से किसी भी देश के कानूनों का उल्लंघन होने पर भर्ती कार्यालयों, कंपनियों और एजेंसियों के खिलाफ कानूनी कार्रवाई की जाएगी।

9. यह सुनिश्चित करेंगे कि यूई में भारतीय घरेलू कामगारों का कल्याण और अधिकारों को लागू कानूनों, नियमों और विनियमनों के अनुसार प्रोत्साहित कि और सुरक्षित किया जाए।

10. यह सुनिश्चित करेंगे कि दोनों देशों की भर्ती एजेंसियां, कार्यालय और कंपनियां तथा नियोक्ता घरेलू कामगार के वेतन से उसके रोजगार और नियोजन से जुड़ी कोई कीमत प्रभारित नहीं करेंगे अथवा कटौती नहीं करेंगे अथवा उन पर किसी भी तरह की अनधिकृत वेतन कटौतियां नहीं थोपेंगे;

11. रोजगार संविदा में किए गए प्रावधान के अनुसार मासिक वेतन का भुगतान किया जाए और वह सत्यापन योग्य हो।

12. संविदा पूरी होने/समाप्त होने अथवा आपात स्थिति में अथवा जरूरत पड़ने पर भारतीय घरेलू कामगार की देश वापसी को सुकर बनाएंगे।

III. इस प्रोटोकॉल का कार्यान्वयन

1. दोनों पक्षकार इस प्रोटोकॉल के कार्यान्वयन के पर्यवेक्षण के लिए एक संयुक्त समिति का गठन करने के लिए सहमत हैं।

2. अपनी शुरुआती बैठक में समिति आईटी अपेक्षाओं सहित कार्यान्वयनकारी उपायों को विकसित करने की समय-सीमा तय करेगी और उस पर सहमत होगी, ताकि इस प्रोटोकॉल की शर्तों के कार्यान्वयन के लिए दोनों पक्षकार सशक्त बन सकें।
3. समिति घरेलू श्रम के संबंध में सहयोग के परिणामों की मॉनीटरिंग करने और संयुक्त रूप से उसका आकलन करने के लिए वर्ष में कम-से-कम एक बार बैठक करेगी।

यह प्रोटोकॉल मानव-शक्ति के क्षेत्र में सहयोग के संबंध में समझौता ज्ञापन (एमओयू) की अवधि की समाप्ति तक लागू रहेगा और समझौता ज्ञापन के नवीकरण के साथ ही उतनी ही अवधि के लिए नवीकृत हो जाएगा



United Arab Emirates



भारत गणराज्य

مذكرة تفاهم بين حكومة دولة الإمارات العربية المتحدة

وحكومة جمهورية الهند

في مجال القوى العاملة

تشمل هذه المذكرة على (9) صفحات دون الغلاف



United Arab Emirates



भारत सरकार

تمهيد

إن حكومة دولة الإمارات العربية المتحدة وحكومة جمهورية الهند، المشار إليهما فيما يلي بالطرفين، وإدراكاً منهما لعلاقات الصداقة والتعاون القائمة بين البلدين وشعبهما،

ورغبة منهما في توطيد العلاقات القائمة بين البلدين من خلال تطوير التعاون في مجال القوى العاملة لتعزيز المصالح المشتركة على النحو المذكور في هذه المذكرة، والتي تهدف إلى تطوير شراكة مؤسسية بين الطرفين مع التركيز على الوصول إلى نتائج عملية تساهم في تحسين إدارة دورة العمل التعاقدية للعمالة الهندية في دولة الإمارات العربية المتحدة

وإقراراً منهما للفوائد التي سيجنيها كلا البلدين من التعاون الوثيق في مجال القوى العاملة،

وعملاً بالقوانين واللوائح السارية في كلا البلدين، فقد تم الاتفاق على ما يلي :-

مادة (01)

أحكام عامة

لأغراض مذكرة التفاهم هذه، يعني مصطلح "القوى العاملة"، والذي يستخدم بالتبادل أحياناً مع مصطلح "العمال" جميع مواطني دولة جمهورية الهند الذين يعملون في دولة الإمارات العربية المتحدة بموجب عقود عمل مسجلة لدى وزارة الموارد البشرية والتوطين الإماراتية، وتحققت منها وزارة الشؤون الخارجية بحكومة جمهورية الهند حيثما كان ذلك مطلوباً، و الذين سيغادرون دولة الإمارات بعد إنتهاء فترة تعاقدهم. تتولى وزارة الموارد البشرية والتوطين بدولة الإمارات العربية المتحدة، ووزارة الشؤون الخارجية تنفيذ أحكام هذه المذكرة بهدف تعزيز تعاونهما في تطبيق أفضل الممارسات في مجال إدارة دورة العمل التعاقدية المقدم لعمال جمهورية الهند في دولة الامارات العربية المتحدة..

المادة (02)

مجالات التعاون

1. يتفق الطرفان على التعاون لضمان إدارة متوازنة وفعالة لدورة العمل التعاقدية وفقاً للوائح والقوانين النافذة في كلا البلدين من خلال ما يلي:
 - أ. التعاون المشترك في إدارة دورة العمل التعاقدية وتبادل الدراسات والمعلومات في مجال العمالة بما في ذلك استخدام تقنية المعلومات.



United Arab Emirates



- ب. ضمان تنظيم استخدام القوى العاملة وفقاً لمبادئ القانون والشفافية ، والتوظيف العادل والمصلحة المتبادلة.
- ت. تنظيم عمل وكالات الاستقدام الخاصة، سعياً الى تطبيق ممارسات عادلة وشفافة في اجراءات الاستقدام وفق ولايتهم القضائية وامتثال جميع الاطراف الضالعة في اجراءات الاستقدام للأحكام وسيادة القانون، وتعزيز التشريعات والأحكام المتعلقة بمكافحة الاتجار بالبشر.
- ث. بتفق الطرفان على التعاون في مجالات التقنية او ذات العلاقة بتنمية الموارد البشرية ..
- ج. يسعى الطرفان إلى تنفيذ برامج وأنشطة مشتركة، بما فيها برامج التوعية قبل المغادرة وبعد الوصول، للارتقاء بمعايير إدارة دورة العمل التعاقدية. ويلتزم الطرفان بالتشاور والتنسيق فيما بينهم .لتحقيق الاستفادة القصوى من تنفيذ هذه البرامج .

2 - النظام الالكتروني الخاص بوزارة الموارد البشرية والتوطين هو بوابة الاستقدام التي سيقدم من خلالها أصحاب الأعمال في دولة الامارات العربية المتحدة طلبات استقدام العمال من جمهورية الهند. وستتيح وزارة الموارد البشرية والتوطين لوزارة الشؤون الخارجية بجمهورية الهند عن طريق الربط الالكتروني ،، الإطلاع على طلب الاستقدام المتضمن شروط وطبيعة العمل وفق عرض العمل النموذجي، ويتم من خلال لجنة فنية مشتركة لتحديد متطلبات الربط والتنفيذ.

3- ضمان صلاحية تأشيرة العمل الصادرة من دولة الامارات العربية المتحدة للعامل الهندي متى ماكان ذلك مطلوباً لتسهيل مغادرة العامل من من نقاط تفتيش الهجرة والمطارات في جمهورية الهند.

المادة (03)

عقد العمل

- 1- يتم تحديد شروط وظروف العمل للعمال الهندي في دولة الإمارات العربية المتحدة بموجب عقد عمل فردي بين العامل وصاحب العمل. ويتم توقيع عرض العمل المتضمن جميع شروط عقد العمل من قبل الطرفين قبل مغادرة العامل جمهورية الهند مرفق بنسخة من عقد العمل النموذجي المعمول به في دولة الامارات العربية المتحدة.
- 2- عند وصول العامل إلى دولة الإمارات العربية المتحدة، يجب عليه/ عليها أن يوقع عقد عمل يحدد بوضوح حقوق والتزامات العامل وصاحب العمل بما يتفق مع أحكام قانون ولوائح العمل في دولة الإمارات العربية المتحدة، والمسجل حسب النظم واللوائح لدى وزارة الموارد البشرية والتوطين ، وتعتبر هذه الوثيقة العقد الوحيد الملزم للتنفيذ في دولة الامارات العربية المتحدة. على أن لا يكون هناك تباين بين شروط العقد وتلك المتضمنة في عرض العمل إلا إذا كان ذلك في مصلحة العامل.

- 3- يكتب عقد العمل باللغتين العربية واللغة الانجليزية.
- 4- يكون النص العربي والانجليزي لعقد العمل هما النصان الوحيدان الموثقان والمعترف بهما لدى وزارة الموارد البشرية والتوطين. وفي حالة نشوء أي نزاع فيما يتعلق بأحكام عقد العمل بين العامل وصاحب العمل، يعتمد النص العربي عندما يتم عرض النزاع على السلطات المختصة بدولة الامارات العربية المتحدة. وللحكومة الهندية الحق في استخدام النص الانجليزي عند الحاجة باعتباره نص موثق ومعترف به.

المادة (04)

التزامات حكومة جمهورية الهند

- 1- التأكد من أن عملية الاستقدام والإجراءات السابقة على انتقال العمال للتوظيف في دولة الإمارات العربية المتحدة متفقة مع القوانين واللوائح والإجراءات والمبادئ التوجيهية المعمول بها في جمهورية الهند.
- 2- ضمان أن العمال الهنود الذين يتم إرسالهم للعمل يتمتعون بالمؤهلات المطلوبة، ومؤهلين جسدياً وعقلياً لأداء العمل الذي تم استقدامهم لأجله.
- 3- ضمان حصول العامل/ العاملة قبل مغادرتهم الهند إلى دولة الإمارات العربية المتحدة على عرض العمل موقع عليه من قبل العامل وصاحب العمل، كما تم التحقق منه والموافقة عليه من قبل وزارة الشؤون الخارجية بجمهورية الهند.
- 4- التأكد من ضمان حصول العمال قبل مغادرتهم على التوجيه المناسب بما يخص القوانين والأحكام والتشريعات والسياسات والعادات والتقاليد والأعراف ذات الصلة بعملهم. في كل من بلد المنشأ وبلد المقصد.
- 5- ضمان أن العمال الذين تم توظيفهم في دولة الإمارات العربية المتحدة، يتم استقدامهم بناءً على الاحتياجات المحددة من قبل صاحب العمل المبرم للعقد. وتلتزم حكومة الهند باتخاذ كافة التدابير اللازمة لتوفير الحماية القانونية للعمال المغادرين وفقاً لقوانينها وأنظمتها.

المادة (05)

التزامات حكومة دولة الإمارات العربية المتحدة

- 1- التأكد من أن دخول وتوظيف العمالة الهندية في دولة الإمارات العربية المتحدة استناداً إلى هذه المذكرة، يتم وفقاً للقوانين والإجراءات والإرشادات والأنظمة المعمول بها في دولة الإمارات العربية المتحدة.
- 2- التأكد من تنفيذ وتطبيق عقد العمل الموثق لدى حكومة دولة الإمارات العربية المتحدة.
- 3- حماية حقوق العمالة الهندية وتعزيز الرفاهية وفقاً للقوانين المعمول بها في دولة الإمارات العربية المتحدة.

- 4- التأكد من أن طلبات استقدام العمالة الهندية تتضمن المهام الوظيفية والمؤهلات المطلوبة ونوعية الوظائف المعروضة، وكذلك شروط وظروف الاستخدام بما في ذلك ساعات العمل، الأجور، والمنافع الإضافية غير المشمولة في الأجر، المرافق الطبية، السكن، والمواصلات عند الاقتضاء، التعويض في حالة إصابة أو وفاة العامل بسبب العمل كما هو منصوص عليها في قوانين دولة الامارات العربية المتحدة، ومستحقات نهاية الخدمة، وأية بيانات أخرى لازمة ومطلوبة من وزارة الموارد البشرية والتوطين بدولة الإمارات،
- 5- ضمان حق العمال في تحويل أجورهم إلى وطنهم الأصلي أو لأي جهة أخرى، حسب رغبتهم، وذلك طبقاً للوائح المالية والتشريعات الأخرى ذات العلاقة بدولة الإمارات العربية المتحدة.
- 6- إنفاذ اللوائح والنصوص القانونية المنصوص عليها في عقد العمل النموذجي بدولة الامارات العربية المتحدة والمعنية بحق العامل / العاملة في الاحتفاظ بوثائقه الثبوتية.
- 7- تسعى وزارة الموارد البشرية والتوطين إلى تزويد جمهورية الهند بالبيانات الخاصة بالعمالة الهندية التي تم منحها تصاريح عمل من قبل الوزارة.

المادة (06)

حل النزاع

1. في حالة وجود نزاع بين صاحب العمل والعامل يتم تسجيل شكوى لدى الإدارة المختصة في وزارة الموارد البشرية والتوطين بدولة الإمارات العربية المتحدة تسعى لإيجاد تسوية ودية في فترة زمنية محددة وأن لم تجد. يتم إحالة الشكوى إلى السلطات القضائية للفصل فيها.
2. يضمن الطرفان حصول العمال على المساعدة القانونية من قبل الجهات المعنية لدى كلا الطرفين.
3. على السلطات الاماراتية تسهيل عودة العمالة الهندية لموطنهم في حال انتهاء عقد العمل، أو انتهاء وعدم تجديد التأشيرات، أو عدم الإلغاء، وفي الحالات التي لا يكون فيها صاحب العمل قادراً على الوفاء بالالتزامات القانونية أو في الحالات الطارئة أو عند وجود الحاجة، بشرط ان لا تكون هناك دعوى جنائية ضد العامل لم يتم البت فيها.

المادة (07)

اللجنة المشتركة

- 1- يقوم الطرفان بتشكيل لجنة مشتركة لمتابعة تنفيذ هذه المذكرة.
- 2- ستقوم اللجنة المشتركة برصد وتقييم مدى تنفيذ أحكام هذه المذكرة.
- 3- يتم تشكيل اللجنة المشتركة من ثلاثة أعضاء على الأقل من كل طرف، يترأسها أحد كبار المسؤولين وتجتمع سنوياً أو متى دعت الحاجة بالتناوب بين دولة الإمارات العربية المتحدة و الهند.

المادة (08)

التفعيل والنفاذ والتعديل والإيقاف

- 1- تدخل مذكرة التفاهم حيز التنفيذ اعتباراً من تاريخ توقيعها. على أن تبقى سارية المفعول لمدة أربع سنوات وتجدد تلقائياً لفترة مماثلة متعاقبة في حال أعتزم أي من الطرفين إنهاء هذه المذكرة ، فعلى هذا الطرف ابلاغ الطرف الآخر برغبته في إنهاء مذكرة التفاهم بموجب إخطار خطي يرسل بالطرق الدبلوماسية قبل ثلاثة شهور على الأقل من تاريخ الإنهاء، ويسري الإنهاء بعد ستة أشهر من تاريخ الإخطار.
- 2- يجوز باتفاق الطرفين إدخال تعديلات على مذكرة التفاهم بعد التشاور، ويتم تنظيم الاتفاق بواسطة ملحق منفصل يوقع عليه من قبل الطرفين ليصبح بذلك جزءاً لا يتجزأ من مذكرة التفاهم.
- 3- لأي من الطرفين تعليق العمل بمذكرة التفاهم ، كلياً أو جزئياً، لأسباب تتعلق بالأمن الوطني، أو النظام العام، أو الصحة العامة، وذلك بعد إخطار الطرف الآخر عبر القنوات الدبلوماسية.

يتم تسوية أي نزاع ينشأ بين الطرفين بسبب تفسير أو تنفيذ مذكرة التفاهم ودياً عن طريق المشاورات أو المفاوضات من خلال القنوات الدبلوماسية.

وقعت في _____ بتاريخ _____ 2018م باللغة العربية والهندية والإنجليزية، بحيث يكون لجميع النصوص نفس الحجية القانونية.

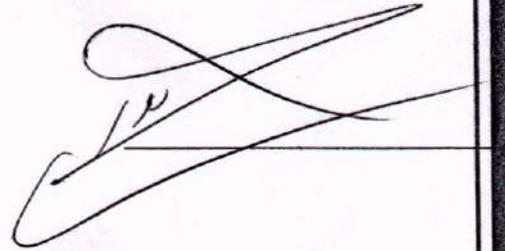
وفي حالة وجود أي اختلاف في التفسير، يُرجع إلى النص الإنجليزي.

عن حكومة جمهورية الهند



عن حكومة دولة الإمارات العربية

المتحدة



بروتوكول التعاون الثنائي في مجال العمالة المساعدة
ملحق لمذكرة التفاهم بين
حكومة دولة الإمارات العربية المتحدة وحكومة جمهورية الهند
في مجال القوى العاملة

عملاً بأحكام مذكرة التفاهم في مجال القوى العاملة التي تم توقيعها في أبوظبي بين وزارة الموارد البشرية والتوطين في دولة الإمارات العربية المتحدة و وزارة الشؤون الخارجية بجمهورية الهند، المشار إليهما فيما يلي بالطرفين، وإشارة إلى إقرار قانون عمال الخدمة المساعدة في دولة الإمارات العربية المتحدة، والذي دخل حيز التنفيذ في 11 يونيو 2017م لتنظيم استخدام العمالة المساعدة في دولة الإمارات العربية المتحدة، وإشارة إلى التشريعات واللوائح المعمول بها في جمهورية الهند لتوظيف وتشغيل العمالة المساعدة الهندية في الخارج، وإشارة إلى الرغبة المشتركة للطرفين لتسهيل إجراءات قبول واستقدام العمالة المساعدة من جمهورية الهند إلى دولة الإمارات العربية المتحدة وتوظيفهم طبقاً لأحكام قانون عمال الخدمة المساعدة لدولة الإمارات العربية المتحدة، ووفقاً للتشريعات واللوائح بجمهورية الهند المنظمة لانتقال وتوظيف العمال المتزليين للعمل بالخارج. يمثل هذان الإطاران التشريعيان أساساً لمد نطاق الحماية القانونية للعمالة المساعدة من الهند قبل استقدامهم وعند وصولهم إلى دولة الإمارات العربية المتحدة على التوالي.

وقد اتفق الطرفان على ما يلي:

1. استخدام العمالة المساعدة من الهند .

اتفق الطرفان على التعاون لضمان أن يتم استخدام العمالة الهندية للعمل في دولة الإمارات العربية المتحدة وفق التدابير التالية:

1. يسمح فقط لوكالات الاستقدام المسجلة والمرخصة في دولة الإمارات العربية المتحدة بتقديم طلبات استخدام العمالة المساعدة الهندية المقدمة من أصحاب العمل في دولة الإمارات العربية المتحدة لتوظيفهم لدى أصحاب العمل بدولة الامارات العربية المتحدة.

2. يسمح فقط لوكالات التوظيف الخاصة المسجلة والمرخص لها من قبل وزارة الشؤون الخارجية الهندية بتقديم اسماء وبيانات العمالة المتزلية الهندية المرشحة من كلا الجنسين للشواغر المتاحة والمعتمدة.

3. يسعى الطرفان لضمان امتثال والتزام وكالات الاستقدام الخاصة بالقوانين والأنظمة واللوائح المعمول بها لدى الطرفين.

4. يتعاون الطرفان على وضع قائمة تحدد كافة التكاليف المتعلقة باستخدام وتوظيف العمالة المساعدة الهندية وتحديث هذه القائمة باستمرار.

5. على وكالات الاستقدام الخاصة في دولة الإمارات العربية المتحدة تنفيذ التزاماتها المنصوص عليها في قانون عمال الخدمة المساعدة و عقد العمل النموذجي تجاه العامل وصاحب العمل.

6. تلتزم مكاتب الاستقدام في جمهورية الهند بتنفيذ التزاماتها المنصوص عليها تجاه العامل وصاحب العمل وفقاً للقوانين واللوائح المعمول بها في جمهورية الهند لتوظيف واستخدام العمالة المساعدة الهندية في الخارج.

7. يتعاون الطرفان لمكافحة انتهاكات حقوق العمال وكافة مظاهر العمل الجبري والاتجار بالبشر.

8. تزويد جمهورية الهند بالبيانات الخاصة بالعمالة المساعدة الهندية اللذين تم منحهم تصاريح عمل من قبل وزارة الموارد البشرية والتوطين.

1. اجراءات التعاقد

اتفق الطرفان على التعاون لضمان شفافية اجراءات استخدام وتوظيف العمالة المساعدة من جمهورية الهند وتوافق الاجراءات مع التشريعات الخاصة لكلا الطرفين:

1. توظيف العامل المساعد لدى صاحب العمل في دولة الامارات يتم وفق العقد النموذجي المرفق بهذا البروتوكول.

2. يتولى مكتب الاستقدام بدولة الامارات العربية المتحدة إرسال عرض العمل للعامل المرشح متضمن كافة شروط عقد العمل وفق القانون واللوائح، بهدف التحقق من قبول العامل للعرض المرسل .

3. يتعاون الطرفان على ضمان أن تكون شروط عرض العمل متاحة وتمت الموافقة عليها من قبل حكومة جمهورية الهند.
4. يتم توقيع عقد العمل من قبل صاحب العمل والعمال عند وصول العامل إلى دولة الإمارات العربية المتحدة.
5. يتعاون الطرفان على برامج توعية وتوجيه للعمال وأصحاب العمل قبل مغادرة بلد المنشأ وعند الوصول إلى دولة الإمارات.
6. يرم عقد العمل وفق قانون ولوائح عمال الخدمة المساعدة في دولة الامارات العربية المتحدة و وفق شروط العقد النموذجي المرفق بهذا البروتوكول.
7. انهاء أو انتهاء عقد العمل يتم وفق قانون ولوائح قانون عمال الخدمة المساعدة و وفق شروط العقد النموذجي المرفق بهذا البروتوكول.
8. يتم تسوية النزاعات والفصل فيها استناداً إلى أحكام قانون عمال الخدمة المساعدة وشروط عقد العمل. ويتفق الطرفان على التعاون لضمان حماية الحقوق الممنوحة للعمالة المساعدة الهندية بموجب قانون عمال الخدمة المساعدة بدولة الإمارات العربية المتحدة، وغيرها من التشريعات، ويتم اتخاذ التدابير القانونية اللازمة تجاه مكاتب الاستقدام والشركات أو الوكالات التي يثبت انتهاكها لقوانين أيا من الدولتين
9. ضمان حماية حقوق العمالة المساعدة الهندية وتعزيز رفاهتهم وفق القوانين المعمول بها في دولة الامارات العربية المتحدة.
10. ضمان أن صاحب العمل و وكالات ومكاتب وشركات الاستقدام في كلا البلدين ،لا تكلف العامل أية رسوم ولا يتم استقطاع مبلغ من أجر العامل مقابل الوظيفة ولا يتم خصم مبالغ مالية من غير موافقة.
11. يتم سداد أجر العامل المحدد في عقد العمل المبرم بين العامل وصاحب العامل والتحقق من ذلك.
12. عند انتهاء أو انتهاء عقد العمل وفق قانون عمالة الخدمة المساعدة و في الحالات الطارئة او عند الحاجة، يتم تسهيل عودة العمالة المساعدة الهندية الى موطنهم، بشرط أن لا تكون هناك دعوى جنائية ضد العامل لم يتم البت فيها.

تنفيذ البروتوكول:

- أ. يتفق الطرفان على تشكيل لجنة مشتركة للإشراف على تنفيذ هذا البروتوكول.
- ب. تحدد اللجنة المشتركة في جلستها الافتتاحية جدولاً زمنياً للنظر في تطوير أدوات التنفيذ، بما فيها المتطلبات التكنولوجية، وذلك لضمان تمكين الطرفان من تنفيذ أحكام هذا البروتوكول.
- ت. تجتمع اللجنة المشتركة مرة واحدة على الأقل سنوياً لرصد وتقييم نتائج التعاون في مجال العمالة المساعدة.

يبقى هذا البروتوكول ساري المفعول إلى حين انقضاء مدة نفاذ مذكرة التفاهم في مجال القوى العاملة، ويجدد تلقائياً بتجدد مذكرة التفاهم .



Annex of Job Offer for Limited Term Employment Contract

Preamble

- In the interpretation of the provisions hereof and the above mentioned Job Offer, the following terms and phrases, wherever mentioned, shall have the meaning set out for each of them:

State/UAE: United Arab Emirates

MOL: Ministry of Labour

Law: Federal Law No. 8 of 1980 on regulation of labour relations, as amended.

Applicable Laws: in addition to the previously mentioned Law, the set of regulatory decisions circulations issued under the law and being implemented by MOL deemed as the code of legislation and governing rules regulating the UAE labour market.

State of Recruitment: the state from which the Worker came, whether it is the state of their nationality or any other state.

Job Offer (this Offer): the Job Offer given to the Worker in the State of Recruitment or within UAE, signed by the Worker (or thumb imprinted if Worker is fourth/fifth level skilled) and upon which the Employment Contract

is signed. The Job Offer Annex is an integral and complementary part of the Job Offer.

The Contract (this Contract/ Employment Contract): the above-mentioned Contract executed under the Job Offer given to and signed by Worker.

The First Party: the Employer

The Second Party: the Worker (male or female)

Parties/ Both Parties: the Employer and Worker

Wage (Total Wage): the total of whatever given to the Second Party (Worker) in return for his service by virtue of an Employment Contract, whether in cash or in kind including bonuses, cost-of-living allowance among any other allowances and bonuses.

Basic Salary: The wage stipulated in the Employment Contract during the term of effect thereof between the Parties, exclusive of any allowances whatsoever.



Status Amendment: converting the State entry permit into work visa/permit.

Occupational Injury: The Second Party's occurrence of an occupational disease set forth in the schedule enclosed with the law, or any other injury arising out of his work and occurring during the work and by reason of practicing the job. Each and any accident occurring to the Second Party during the period for going to and returning from his work shall be deemed as an occupational injury provided that such route is made without any stopping, lingering or diversion from the ordinary one.

Article (115) of the Labour Law:

Should the Employment Contract be of a limited term, and the Employer terminated the same for reasons not set forth in Article (120), he shall be bound to compensate the Worker for the damage incurred thereto, provided that the compensation amount does not exceed in any case the total wage due for the period of three months or for the remaining period of the Contract term, whichever is shorter, unless otherwise is stipulated in the Contract .

Article (116) of the Labour Law: Should the Contract be terminated by the Worker for causes not set forth in Article 121, the Worker shall be bound to compensate the Employer for the loss incurred thereto by reason of the termination of the Contract , provided that the amount of compensation does not exceed the wage of half a month for the period of three months , or for the remaining period of the Contract , whichever is shorter , unless otherwise stipulated in the Contract .

Article (121) of the Labour Law : The Worker may leave work without notice in the following cases:

- a - Should the employer breach his obligations towards the worker, as set forth in the Contract or the law.
- b - Should the employer or the legal representative thereof assault the worker.



Article (122) of the Labour Law : The termination of the employment of the Worker by the Employer shall be deemed arbitrary should the cause of termination not be related to the work , in particular should the termination of the employment of the Worker be made by reason of the filing by the latter of a serious complaint before the pertinent authorities or a valid claim against the Employer.

Article (123) of the Labour Law :

a - Should the Worker be arbitrarily dismissed, the competent court may order the Employer to pay a compensation to the Worker . The court shall assess such compensation, taking into account the type of work and the extent of damage incurred to the Worker as well as the duration of employment and after the investigation of the work conditions. In all cases , the amount of compensation shall not exceed the wage of the worker for a period of three months calculated on the basis of the last due wage.

b - The provisions of the preceding paragraph shall not breach the right of the Worker to the gratuity entitled thereto and the compensation in lieu of notice provided for herein.

+

Article (128) of the Labour Law: Should the non - national Worker leave work without a valid cause prior to the end of the Contract with limited term, he may not get another employment even with the permission of Employer for a year from the date of abandonment of the work. No Employer may knowingly recruit Worker or retain in his service during such period.

Whereas the First Party desires to contract with the Second Party to employ the latter to carry out the job mentioned in the first Article of the Job Offer, both parties have signed the previously mentioned Job Offer and this Annex has been enclosed to such Job Offer. Both parties have reviewed the articles set forth in both the Job Offer and Annex thereof, and are fully aware of their provisions. Such articles are as follows:



Article (1)

Should the Second Party successfully pass the probation period set forth in the Third Article of the Job Offer and continues the work, then the probation period shall be calculated within his total term of service. The First Party may dismiss the Second Party during the probation period without a notice or end of service gratuities.

Article (2)

The labour relation governed by the Contract executed under this Offer, shall be a contractual and consensual relationship. Neither Party shall be obliged to continue such contractual relationship with the other Party without its consent, provided that the Party terminating the contractual relationship upon its sole discretion shall bear all legal consequences resulting therefrom as per stipulated in this Annex and according to any MOL applicable laws. The labour relation between both Parties shall end if any of the following cases occurred:

1. In case of expiry of the mutually agreed upon term of the Contract executed under this Offer and not renewed under the applicable laws.
2. Should both Parties agree to the termination of Contract during the term thereof, provided that the consent of Worker is in writing.
3. Should either Party solely terminate the Employment Contract, without any reason related to the other Party. In such case, the terminating Party at its sole discretion shall bear the consequences of such termination including the provisions of Articles (115, 116, 123 and 128) of the abovementioned law regulating labour relation.
4. Should the Employer terminate the labour relation for any of the reasons stipulated in clauses (1 to 9) of Article (4) of this Annex.
5. Should the First Party proven to violate its legally or contractually stipulated obligations or if the employer or any of its legal representative has assaulted the employee as per the Article (121) of Labour Law.
6. In case of impossibility of execution due to Worker-related reasons (death, total disability, disease, reaching the age of retirement), Employer-related reasons (administrative or non-administrative



closure of the establishment under order of the court or competent authorities) or due to force majeure.

7. Should the First Party terminate the Contractual relationship due to reasons irrelevant to the work, in particular if termination of the Second Party's employment be made due to filing a serious complaint by the Second Party before the competent authorities or a proven valid claim against the First Party according to Article (122) of the law regulating Labour.

Article (3)

Obligations of the First Party (Employer)

For purposes of implementation of the Employment Contract by and between both Parties, the First Party shall:

1. Enable the Second Party to carry out the agreed upon job from the date of entering the State if he is coming from outside the State, or from the status amendment date, if he is inside the State. In addition, the First Party has to finish all procedures prescribed by the legal systems concerning commencement of work and enable the Second Party to sign the Employment Contract within two weeks from the dates of the work enabling aforesaid in this clause.
2. Obtain a copy of the Employment Contract from MOL, sign the same with the Second Party, submit it to MOL for approval within the period set thereby and submit a copy of the approved Contract to the Second Party along with a copy of the work permit.
3. Pay the due wage to the Second Party in addition to any other rights or benefits as set forth in the Employment Contract and according to the dates, procedures and MOL applicable laws. The First Party may not deduct any amounts from the Second Party's wage, for special rights, except in the following cases:



- a) The recovery of advances or amounts of money paid to the Second Party in excess of his entitlements, provided that the amount deducted in such case shall not exceed 10 percent of the Second Party's periodic wage;
 - b) The installments which the Second Party is legally required to pay out of his wage including social security and insurance schemes;
 - c) The Second Party's contributions to the saving fund or advances repayable thereto (if any).
 - d) Installments to any welfare scheme or in respect of any other benefits or services provided by the First Party and approved by MOL;
 - e) Fines imposed upon the Second Party against any offence committed by the same;
 - f) Any debt payable in execution of a court judgement provided that the deduction shall not exceed one-quarter of the Second Party's wage. Where two or more debts are payable or in case of multiple creditors, the maximum shall be half of the Second Party's wage and the sums of money to be attached shall be divided *pro rata* among the beneficiaries after payment of any legal alimony at the rate of one-quarter of the wage.
4. Provide the Second Party with the working hours, weekly and daily rest days as well as the Employment Contract and all shall be placed in the workplaces as identified under the applicable laws.
 5. Be most accurate upon filing any complaint or submitting notices concerning the Second Party, including a report of a sudden absence without following the legal procedures. In case of proven non-serious complaints, MOL may take the actions stipulated in the applicable laws against the First Party.
 6. The First Party shall not oblige the Second Party to purchase goods or foodstuff from certain stores or products of the First Party.



7. Subject to Clause (4) of this Article, the First Party shall not force the Second Party to work for more than 8 hours daily or more than 48 hours weekly, except for the following cases:

First: Cases for Reduction of working hours:

- (a) Working hours may be reduced for strenuous or health harmful works by virtue of a decision from the Minister of Labour.
- (b) Daily working hours may be reduced by two hours during Ramadan.

Second: Cases for Increase of working hours:

- (a) Working hours may be increased to nine hours per day for people employed in trade, hotels, cafeterias, security and other jobs which may be added by virtue of a decision from the Minister of Labour, provided compliance with the following:
 - Ordinary working hours shall be reduced on any working day of the week by the amount of increase over 8 hours applied to other days in order to limit the weekly working hours to 48 hours. Shift system, in which daily ordinary working hours exceed 9 hours, may be applied provided that weekly working hours shall not exceed 48 hours. Working hours shall be identified for each shift and shall be notified to the Second Party and MOL and placed on the main entrances of the establishment.

(B) Overtime working hours may not exceed two hours per day, unless such work is necessary for the prevention of the occurrence of a colossal loss or a serious accident. The First Party shall, in consideration of the overtime working hours set out in this clause, pay the Second Party a wage equivalent to the ordinary hourly wage with an addition of at least 25% of the said wage. Should the overtime work is between 9 p.m. and 4 a.m., the Second Party shall be entitled to a wage equivalent to the



prescribed ordinary hourly wage with an addition of at least 50 % of the said wage.

8. The First Party shall grant the Second Party the following rest intervals:
First: a daily rest of at least 1 hour so that the Second Party shall not work more than 5 consecutive hours without intervals for rest. Such intervals shall not be included in the working hours.

Second: the weekly rest may be more than one day as agreed upon by both Parties. Friday shall be the ordinary weekly rest for the Second Party with the exception of daily wage -workers. Both Parties may agree on any other weekly rest day. The Second Party may not be requested to work for more than two consecutive rest days with the exception of the shift workers.

9. Without any prejudice to the First Party's right to terminate the Second Party without a notice or a gratuity due to any of the reasons stipulated in this Annex and the law regulating labour relation, the First Party may not terminate the service of the Second Party or notifying him of the same during his leave stated in this Annex and the law regulating labour relation.
10. The First Party shall provide all means and meet all requirements of occupational health and safety matters set by MOL to protect the workers from occupational injuries, diseases and risks that may occur during work, in addition to fire risks among all other risks as resulting from using such equipment and other work tools in order to provide a healthy and appropriate environment for workers. Moreover, the First Party shall provide healthcare services for the Second Party according to the laws issued by federal and local authorities in such regard.
11. The First Party may not terminate the Second Party for his medical unfitness before the exhaustion of all the sick leaves legally due to him; otherwise, any such termination shall be deemed null and void.



12. The First Party shall give the Second Party, upon the request thereof and at the end of the labour relation, a certificate of end of service to be issued free of charge, in which the date of commencement and termination of the employment, the total duration of employment, the type of work performed and the last paid wage and supplements thereof, if any, are stated. Moreover, the First Party shall return to the Second Party any certificates, documents or tools belonging to the Second Party.
13. The First Party shall bear all costs of recruitment and employment stipulated under the applicable procedures in such regard including the Second Party's travel ticket from abroad. In addition, the First Party shall bear all mediation fees (if any), and after the termination of Contract, the First Party shall bear the costs of the return travel of the Second Party (and his family upon mutual agreement) to the destination from where the Second Party came or to any other destination as agreed upon by both Parties. The Second Party shall bear the cost of his return ticket in case of the termination reasons are attributable to him.
14. The First Party shall take all necessary actions stipulated by MOL applicable laws in case of the occurrence of any occupational injury or disease to the Second Party as stipulated under the law.
15. In cases of occupational injuries or diseases, the First Party shall undertake to pay the cost of treatment of the Second Party in one of the officially approved medical centers until his recovery or proven disability, provided that such injury shall not be due to a deliberate act of the Second Party.
16. Should the injury prevent the Second Party from performing his work, the First Party shall pay him a financial aid equivalent to a full wage for the entire period of treatment, or for a period of (6) months, whichever is shorter. Should the treatment last for more than (6)



months, such financial aid shall be reduced by half for the following (6) months or until the Second Party is fully recovered, declared disabled or dies, whichever occurs first.

17. The First Party or any legal representative thereof shall be prohibited from assaulting the Second Party in any form or manner whatsoever, sexually harassing, putting under compulsory labor or imposing upon forced labour. Should otherwise is proven to occur, the Second Party may leave the work at any time and without a notice and may refer to MOL to file a complaint against the First Party if he is entitled thereto.
18. In case the First Party is obliged to provide accommodation for the Second Party, such accommodation shall meet all the specifications and requirements stipulated in the MOL applicable laws in such regard.
19. Should the first Party assign the Second Party with a job in places far from cities where ordinary transports do not reach, the First Party shall provide the Second Party with all or any of the following services (as per determined by a decision of Minister of Labour regarding such places and services):
 - Suitable Means of Transportation- Suitable Accommodation- Potable Water- Proper Foodstuff- Medical Aid Equipment- Entertainment and Sports Means.
20. The First Party shall notify MOL of any changes in the data of its address or contact information within one week of such change, otherwise, correspondences sent to the data obtained by the MOL shall be deemed valid and legally effective.

Article (4)
Obligations of the Second Party (Worker)

For purposes of implementation of the Employment Contract by and between both Parties, the Second Party shall:



1- Give due diligence to the following:

(a) Directly joining the work for the First Party upon entering the State in case of being a Worker from abroad, and upon status amendment in case of being contracted with from inside the State. Should the First Party not enable the Second Party from joining the work agreed upon as per this Contract, then the Second Party has to refer to the Ministry of Labour within a period of two weeks from the dates referred to in this Paragraph.

(B) The Second Party has to keep on doing his work and not to stop unless there are legal reasons as per stated in this Employment Contract, its Annex and the MOL applicable laws; therefore, the Second Party has to refer to the MOL within a period not exceeding two months from the date of his unemployment in all cases.

(C) Performing his basic duties under the Employment Contract by carrying out his job timely by himself and as per the specifications required by nature of his entrusted job. In case of continuous breach of such basic duties, the First Party may dismiss the Second Party without prior notice or end of service gratuity after carrying out a written investigation and warning him on dismissal in case of repetition.

- 2- The Second Party shall not assume false identity or nationality, or submit false certificates or documents.
- 3- The Second Party shall not commit an error resulting in gross material losses to the First Party. It is the MOL which shall determine such loss, provided that the same is notified of the incident by the First Party within (48) hours from the knowledge of the occurrence thereof.
- 4- The Second Party shall not violate the instructions related to the safety at work or in the workplace; provided that such instructions be written and posted in a prominent location, and that he is notified thereof in oral manner should he be illiterate.



- 5- The Second Party shall not disclose any of the secrets of the establishment where he is working.
- 6- The Second Party shall not commit any act that would entail conviction of the same in a final judgment by the competent court in a crime of honor, honesty or public ethics.
- 7- The Second Party shall not be found in a state of drunkenness or under the influence of a narcotic during working hours.
- 8- The Second Party shall not assault, during the work, the First Party, manager in charge or any co-worker.
- 9- The Second Party shall not be absent without valid cause for more than twenty non-consecutive days in one contractual year, or for more than seven consecutive days.

In case the Second Party breaches any of the above clauses (from 1 to 9) of this Article, the First Party may dismiss the Second Party without notice or end of service gratuities.

- 10- The Second Party shall not work for third Parties even during his leave except in the cases and under the conditions and regulations stipulated in the Employment Contract, which are set forth in MOL applicable laws.
- 11- The Second Party shall maintain work tools and properties. In addition, the Second Party shall not, for his own use, keep work documents except to the extent permitted by the First Party or as required to carry out the job responsibilities.
- 12- The Second Party shall notify the First Party of his sickness within maximum two days in case such sickness is not due to an occupational injury. The First Party shall initiate to take necessary actions to immediately make the Second Party undergo medical examination in order to verify the sickness thereof and to ensure provision of necessary treatment according to the applicable laws in such regards.
- 13- The Second Party shall not deliberately submit malicious reports against the First Party and shall be cautious and accurate in submitting data, notices or reports on the conditions of work or housing provided by the First Party.



- 14- The Second Party shall use protective equipment and clothing provided to him for such purpose, abide by all instructions of the First Party aiming at his protection from risks and shall refrain from carrying out any act in a way that may obstruct the implementation of said instructions.
- 15- In the event where the First Party provides the Second Party with accommodation, the Second Party shall:
- Maintain such accommodation including all its contents and use the same only for the intended purpose and according to the regulations set in such regard.
 - Vacate the accommodation place within no more than thirty days from the date of termination of the employment thereof. The Second Party shall not delay vacation of the accommodation beyond the said period for any reason whatsoever, provided that the First Party pays to the Second Party travel expenses, end of service gratuities and any other entitlements undertaken by the First Party in accordance with the Employment Contract, establishment policies or the applicable law.
 - Should the Second Party dispute over the amount of the said expenses and entitlements, the MOL shall specify such expenses and entitlement in an expedite manner within one week from the date of notification thereto, provided that it notifies the Second Party thereof upon specifying the same. In such case, the mentioned period of thirty day shall be effective as of the date of the deposit by the First Party of the specified expenses and entitlements into the MOL treasury on trust. Should the Second Party not vacate the accommodation after elapse of the said period of thirty days, the MOL shall cooperate with the pertinent authorities to take the necessary administrative measures for the vacation. The provisions of the present Article shall not prejudice the right of the Second Party to challenge the same before the competent court.
- 16- The Second Party shall provide assistance and help in case of risks, disasters and crises that may threaten the safety of workplaces and workers.



- 17- The Second Party shall undergo, upon the First Party's request, to medical examinations required prior to or during employment and joining the work as long as such examinations are necessary for the benefit of work.
- 18- The Second Party shall pay the fees of obtaining ID cards for himself and his family members.
- 19- The Second Party shall inform the First Party of his full address and any other contact information suitable for communication therewith, to which work relevant notices may be delivered. Accordingly, the First Party shall notify MOL of such address and information. The Second Party shall carry out such notification to the First Party in case any changes occurs to such information.
- 20- The First Party shall refer to MOL in the following cases:
- First - Should the Second Party remain unemployed for a period of two months, the Second Party shall notify MOL within such period.
- Second - Should MOL refer the complaint of the Second Party to the competent court, the Second Party shall:
- a. Register his complaint within two weeks from the date of referral.
 - b. Follow up his complaint before the competent authorities, attend hearings, and implement instructions issued by judicial authorities.
 - c. Settle his status by cancelling the permit and moving to work for another establishment or leaving the State within no later than two months after issuance of the final or conclusive judgement.
- For the purpose of the required regulation of the UAE labour market and providing for a safe and stable work environment to all workers within the State, MOL will prohibit granting the Second Party a work permit for periods less than one year from the date of leaving the State in any of the following proven cases:
- i. Should the Second Party not refer to MOL and follow the required procedures in the two cases mentioned in this Clause.
 - ii. Should both Parties (the Employer and the Worker) agree on terminating the Contract during its term before the Worker continued



- six months of employment term, with exception of the workers of first, second and third skill levels.
- iii. Should the Worker solely terminate this Contract during its term without a reason attributable to the First Party.
 - iv. Should the Second Party be dismissed for any of the reasons stipulated in Clauses (from 1 to 9) of Article (4) of this Annex

Article (5)

Rights of the Second Party (Worker)

For purposes of implementation of the Employment Contract by and between both Parties, the Second Party shall be entitled to:

1. File a serious complaint to MOL in case of having any grievance concerning the First Party's violation to the articles of the Contract entered into by both Parties, or a breach of the provisions of the MOI applicable laws in favor of the Second Party, provided that such complaint shall be filed within no later than thirty days as of the date of the Second Party's knowledge of the incident subject matter of grievance., and that the Second Party shall be cautious in proving information and facts relating to such complaint.
2. Receive his wage in full in the manner and at the times stipulated under the Employment Contract as per the laws and regulations set by MOL as long as the there is no legal reasons preventing the same, provided that such reasons shall be attributed to Second Party itself and that such reasons may lead to prevent payment of the wage in whole or in part.
3. Get the weekly rest for at least one day or more per week as agreed upon in this Contract. Such day-off shall be identified and known in advance, the same case as working hours. In case the work circumstances requires the Second Party to work on this day, the Second Party shall be entitled to a substitute rest day, or to receive the basic salary for the ordinary working hours in addition to at least 50 % of the said wage. The Second Party shall not be prevented from such day set for the weekly rest more than two consecutive times.
4. Have an official leave with full payment in the following occasions



New Year's Day (Hijri) (One day) - New Year's Day (Gregorian) (One day) - Eid al Fitr (Two days) - Eid al Adha and Arafat Day (Three days) - Prophet Mohammed Birthday Anniversary (One day) - Isra and Mi'raj (One day) and the National Day (One day), in addition to any further similar leaves legally prescribed for the workers. Should the work circumstances require the Second Party to work during holidays or leaves for which a payment is paid thereto, the Second Party shall be granted a substitute leave as well as an increase in the basic salary amounting to 50 % thereof. Should the Second Party not be granted a substitute leave, the First Party shall pay to the Second Party an additional sum to the basic salary thereof amounting to 150 % with regards to the days of work.

5. Get, during every year of service, an annual leave of no less than the following periods:

A - Two days for each month should the period of service be of six months at least and a year at most.

B - Thirty days for each year should the period of service exceeds one year. Should the service of the Second Party be terminated, the Second Party shall be entitled to an annual leave for the fractions of the last year. The holidays set by law or by agreement, or any other leaves caused by illness should it occur during such holiday shall be included in the annual leave and deemed a part thereof.

6. Receive the basic salary plus a housing allowance, if any, for the days of the annual leave, provided that such wage shall be paid to the Second Party prior to commencement of his annual leave the provisions of law for such prescribed leave. Should the work circumstances require the Second Party's work during his total annual leave or a part thereof, and should the leave during which the Second Party worked is not carried forward to the next year, then the First Party must pay to the Second Party his wage, in addition to a leave allowance for the days of work, equal to his basic wage. In all



cases, the Second Party may not be required to work during the annual leave for more than once within two consecutive years.

7. Receive payment of his wage for accrued annual leave days should he be dismissed or should he leave work as per MOL applicable laws. Such payment shall be calculated on the basic wage paid to the Second Party at the time of entitlement to such leave.
8. The Female Worker shall be entitled to a maternity leave with full payment of the wage thereof, and such for a period of forty-five days that include the pre- and postnatal periods, provided that her continuous service period for the First Party is of one year at least. The maternity leave shall be granted with half a wage should the Second Party not have completed the aforementioned period.

Upon the end of the maternity leave, the Female Worker may remain absent from work without pay for a period of one hundred consecutive or non-consecutive days at most if such absence be caused by an illness hindering her from returning to work . Such illness shall be established by means of a medical certificate issued by the medical entity appointed by the competent health authority or ratified by such authority stating that such illness arises from the pregnancy or the delivery. The leave referred to in the preceding clauses shall not be deducted from other leaves to which the Female Worker is entitled. During the period of eighteen months subsequent to the date of delivery, the nursing Female Worker shall be entitled to two additional periods per day for such purpose, the duration of each thereof shall not exceed half an hour. Such additional periods shall be deemed as part of the working hours and do not entail any deduction of the wage.

9. Get a sick leave not exceeding 90 consecutive or non-consecutive days for each year of service, calculated as follows: the first fifteen days with full pay, the following thirty days with half pay, and the following periods without pay, all this provided that the Second Party spends more than three month after the end of the probation period in the continuous service of the First Party and contracted an illness. The Second Party shall not be entitled



to the wage during the sick leave if the illness directly arises from the ill behavior of the Second Party such as the consumption of alcohols or narcotics.

10. If the Second Party resigns from service by reason of illness before the expiry of the first forty five days of the sick leaves, and the governmental physician or the physician appointed by the First Party approves the cause of resignation, the First Party must pay to the resigning Worker the wage due to him with regards to the remainder of the first forty five days referred to in Clause (9) hereinabove.
11. The Second Party shall be granted for the entire duration of his employment and for only one time a special leave without pay for the pilgrimage. Such leave shall not be included in the other leaves and may not exceed thirty days.
12. The Second Party, having spent five years in service for the First Party, shall be entitled to an end of service gratuity upon the termination of his service or completion of the contract agreed-upon term. The days of absence from work without pay shall not be included in the calculation of such period of service.
 - The gratuity shall be calculated as follows: the wage of twenty one days for each of the first five years of service, and the wage of thirty days for every additional year, but always provided that in all cases the total gratuity shall not exceed the basic wage of two years. The Second Party shall be entitled to a gratuity for the served fraction of a year, provided that the Second Party completes the actual period of service stipulated under this paragraph.
 - The First Party may deduct from the end of service gratuity any amounts due to the same and accrued on the Second Party.
 - The end of service gratuity shall not be granted in cases that allow for prevention thereof as per set forth under this Annex, and in the event that the Second Party leaves the work at his own accord so as to avoid



the reasons for dismissal set forth in clauses (from 1 to 9) of Article (4) of this Annex.

- In the event of the Second Party's death, his due end of service gratuity shall be paid to the beneficiaries thereof.
13. Should the occupational injury or disease cause the death of a Worker, then the members of his family shall be entitled to compensation equal to the basic wage of the Worker for a period of twenty-four months, provided that the amount of compensation shall not be less than eighteen thousand Dirhams or be more than thirty five thousand Dirhams. The amount of compensation shall be calculated on the basis of the last basic wage received by the Second Party prior to his death. The compensation shall be distributed in accordance with the provisions of the schedule enclosed with the applicable law.
14. The Second Party shall be entitled to the same compensation set forth in Clause (13) hereof in case of permanent total disability. As for a partial disability, the Second Party shall be entitled to a compensation according to the rates set forth by law. (Moreover, in case of the Second Party's partial disability preventing him from carrying out his job duties, if he is capable of performing other works that are consistent with his health condition, and should such works exist, then the First Party shall transfer the Second Party upon the latter's request to one of such works. In this case, the First Party shall pay the Second Party the wage normally paid to workers of similar jobs with the same title, without prejudice to the rights and compensations due to the Second Party by virtue of the provisions of this Annex). The Second Party shall not be entitled to the rights and compensations set forth hereunder, if it is proven in the investigations of the competent authorities that the Second Party deliberately injured himself with the intention of committing suicide or for obtaining a compensation, a sick leave or any other reason, or if the Second Party be at the time of the incident under the influence of drugs or alcohols.
15. Retain the evidencing documents relating to him.



16. If a change occurs in the form of the establishment or the legal status thereof, the Employment Contracts effective at the time of the change shall remain valid between both the new Employer and the Second Party. The employment shall continue and both the original and new Employers shall be jointly liable for a period of six months for the execution of the obligations arising from the employment contracts during the period preceding such change. Upon lapse of the said period, the new Employer shall solely bear such liability.

Article (6)

Rights of the First Party (Employer)

For purposes of implementation of the Employment Contract by and between both Parties, and subject to the stipulated provisions regarding the Second Party's right to complaint and grievance as long as actual reasons established therefore, the First Party shall be entitled to:

1. Inflict any of the following disciplinary penalties upon the Second Party:

Warning, fine, suspension with reduced pay for a period not exceeding ten days, deprivation from or deferment of periodic bonus, deprivation from promotion, dismissal from work, dismissal from work and deprivation from the total end of service gratuity or a part thereof. Such penalty shall not be inflicted for reasons other than the ones mentioned exclusively in Clauses from (1 to 9) of Article (4) hereof. Rather, the penalty shall be the termination of service with deprivation from wage only in case of proven work for third Parties by the Second Party even if such work was carried out during his leave from work unless as per the cases, the manners and the regulations prescribed by MOL applicable laws.

2. Upon infliction of any of the abovementioned penalties by the First Party as set forth in Clause (1) hereof, the First Party shall commit to the following:



- A- The penalty of deprivation of the periodic allowance may not be imposed more than once per year, and such allowance may not be deferred for more than six months.
- B- The penalty of deprivation of the promotion may not be imposed for more than one promotional cycle. The penalized Worker shall be then promoted during the following promotional cycle if he meets the necessary conditions for such promotion.
- C- No disciplinary penalty may be imposed on the Worker for an act committed thereby outside the workplace, unless such act is connected to the work, the Employer or the manager in charge.
- D- It shall not be permissible to impose more than one penalty or combine any disciplinary penalty with the deduction of any part of the wage of the Second Party due to losing, damaging or destructing machines, tools, products or materials owned by the First Party or such was in the latter's custody wherever the same is resulted from the Second Party's default or his violation to the First Party's instructions.
- E- It shall not be permissible to impose on the Second Party any of the penalties unless the Second Party is notified in writing with regards to charges made against him, after having heard his statements and the defense thereof investigated, and after having recorded the matter in a minutes deposited in his personal file. The penalty shall be noted at the end of such minutes. The Second Party has to be notified in writing of the penalties imposed upon him, its type and amount, the causes of imposition and the penalty to be imposed in case of recidivism.
- F- The fine may be a specific amount or an amount equal to the wage of the Second Party for a specific period. The fine prescribed concerning one breach may not exceed the wage of five days. Furthermore, for the settlement of the fines imposed on the Second Party, only a



maximum amount equal to the wage of five days may be deducted from the wage of the Second Party per one month.

- G- The Second Party may not be accused of a disciplinary offense after thirty days of the discovery thereof. Furthermore, no disciplinary penalty may be imposed after sixty days from the date of completion of the investigation in the offence of which the Second Party is found guilty.
3. The First Party may, temporarily, suspend the Second Party from work upon charging the same of a deliberate crime against life, property, honor, or honesty. The suspension period shall commence on the date of the notification of the incident to the competent authorities and until the issuance of a decision thereby in such regard. The Second Party shall not be entitled to his wage during the said suspension period. Should a decision be issued for the non-prosecution or the acquittal of the Second Party, the latter shall be reinstated and paid the full wage for the suspension period, should such suspension be arbitrary from the First Party without justifying reasons.
 4. The First Party may determine the date of the commencement of the annual leave, and may divide it if necessary to two or more periods.
 5. The First Party may terminate the service of the Second Party subsequent to the exhaustion of his sick leaves, should the Second Party not be able to return to his work. In such case, the Second Party shall be entitled to the end of service gratuity.
 6. The First Party may change the Second Party's workplace with no prejudice to the wage or job of the latter in accordance with the requirements and regulations prescribed in such regard.



Article (7)

Provisions of MOL applicable laws shall apply to any matters not explicitly stipulated herein. Any dispute arising in connection with this Job Offer and the Annex thereof shall be subject to the jurisdiction of UAE Courts. The First Party shall acknowledge and declare that any notices or correspondences made to him by any means of communication to the contacts mentioned in the Job Offer shall be deemed valid and of all legal effect.



Annex of Job Offer for Unlimited Term Employment Contract

Preamble

- In the interpretation of the provisions hereof and the above mentioned Job Offer, the following terms and phrases, wherever mentioned, shall have the meaning set out for each of them:

State/UAE: United Arab Emirates

MOL: Ministry of Labour

Law: Federal Law No. 8 of 1980 on regulation of labour relations, as amended.

Applicable Laws: in addition to the previously mentioned Law, the set of regulatory decisions circulations issued under the law and being implemented by MOL deemed as the code of legislation and governing rules regulating the UAE labour market.

State of Recruitment: the state from which the Worker came, whether it is the state of their nationality or any other state.

Job Offer (this Offer): the Job Offer given to the Worker in the State of Recruitment or within UAE, signed by the Worker (or thumb imprinted if Worker is fourth/fifth level skilled) and upon which the Employment Contract

is signed. The Job Offer Annex is an integral and complementary part of the Job Offer.

The Contract (this Contract/ Employment Contract): the above-mentioned Contract executed under the Job Offer given to and signed by Worker.

The First Party: the Employer

The Second Party: the Worker (male or female)

Parties/ Both Parties: the Employer and Worker

Wage (Total Wage): the total of whatever given to the Second Party (Worker) in return for his service by virtue of an Employment Contract, whether in cash or in kind including bonuses, cost-of-living allowance among any other allowances and bonuses.

Basic Salary: The wage stipulated in the Employment Contract during the term of effect thereof between the Parties, exclusive of any allowances whatsoever.



Status Amendment: converting the State entry permit into work visa/permit.

Occupational Injury: The Second Party's occurrence of an occupational disease set forth in the schedule enclosed with the law, or any other injury arising out of his work and occurring during the work and by reason of practicing the job. Each and any accident occurring to the Second Party during the period for going to and returning from his work shall be deemed as an occupational injury provided that such route is made without any stopping, lingering or diversion from the ordinary one.

Article (116) of the Labour Law: Should the Contract be terminated by the Worker for causes not set forth in Article 121, the Worker shall be bound to compensate the Employer for the loss incurred thereto by reason of the termination of the Contract , provided that the amount of compensation does not exceed the wage of half a month for the period of three months , or for the remaining period of the Contract , whichever is shorter , unless otherwise stipulated in the Contract .

Article (121) of the Labour Law : The Worker may leave work without notice in the following cases:

- a - Should the employer breach his obligations towards the worker, as set forth in the Contract or the law.
- b - Should the employer or the legal representative thereof assault the worker.

Article (122) of the Labour Law : The termination of the employment of the Worker by the Employer shall be deemed arbitrary should the cause of termination not be related to the work , in particular should the termination of the employment of the Worker be made by reason of the filing by the latter of a serious complaint before the pertinent authorities or a valid claim against the Employer.



Article (123) of the Labour Law :

a - Should the Worker be arbitrarily dismissed, the competent court may order the Employer to pay a compensation to the Worker . The court shall assess such compensation, taking into account the type of work and the extent of damage incurred to the Worker as well as the duration of employment and after the investigation of the work conditions. In all cases , the amount of compensation shall not exceed the wage of the worker for a period of three months calculated on the basis of the last due wage.

b - The provisions of the preceding paragraph shall not breach the right of the Worker to the gratuity entitled thereto and the compensation in lieu of notice provided for herein.

+

Article (129) of the Labour Law: Should the non - national Worker notify the Employer of his desire to terminate the Contract with unlimited term, and leaves work before the expiry of the legally prescribed notice period , he may not get another job , even with the permission of the Employer and such for a period of one year from the date of abandonment of the work. No Employer may knowingly recruit the Worker or retain in his service during such period.

Whereas the First Party desires to contract with the Second Party to employ the latter to carry out the job mentioned in the first Article of the Job Offer, both parties have signed the previously mentioned Job Offer and this Annex has been enclosed to such Job Offer. Both parties have reviewed the articles set forth in both the Job Offer and Annex thereof, and are fully aware of their provisions. Such articles are as follows:

Article (1)

Should the Second Party successfully pass the probation period set forth in the Third Article of the Job Offer and continues the work, then the probation period shall be calculated within his total term of service. The First Party may dismiss the Second Party during the probation period without a notice or end of service gratuities.



Article (2)

The labour relation governed by the Contract executed under this Offer, shall be a contractual and consensual relationship. Neither Party shall be obliged to continue such contractual relationship with the other Party without its consent, provided that the Party terminating the contractual relationship upon its sole discretion shall bear all legal consequences resulting therefrom as per stipulated in this Annex and according to any MOL applicable laws. The labour relation between both Parties shall end if any of the following cases occurred:

1. In case the parties agree on termination of the Contract executed under this Offer during its term, provided that Worker's agreement shall be in writing.
2. In case either party terminate the Contract executed under this Offer after notifying the other party. The Contract shall remain effective and implementation thereof shall continue during the notice period determined under Fifth Article of the Employment Contract.
3. In case either party solely terminate the Contract executed under this Offer without the occurrence of any reason related to the other party, and without following the procedures stipulated in Clause (2) of this Article, in such case the party terminating the Contract at its own discretion shall solely bear the consequences of such termination including the provisions set forth in Articles (116, 119, 123 and 129) of the abovementioned law regulating labour relation.
4. Should the Employer terminate the labour relation for any of the reasons stipulated in clauses (1 to 9) of Article (4) of this Annex.
5. Should the First Party proven to violate its legally or contractually stipulated obligations or if the employer or any of its legal representative has assaulted the employee as per the Article (121) of Labour Law.
6. In case of impossibility of execution due to Worker-related reasons (death, total disability, disease, reaching the age of retirement), Employer-related reasons (administrative or non-administrative closure of the establishment under order of the court or competent authorities) or due to force majeure.



7. Should the First Party terminate the Contractual relationship due to reasons irrelevant to the work, in particular if termination of the Second Party's employment be made due to filing a serious complaint by the Second Party before the competent authorities or a proven valid claim against the First Party according to Article (122) of the law regulating Labour.

Article (3)
Obligations of the First Party (Employer)

For purposes of implementation of the Employment Contract by and between both Parties, the First Party shall:

1. Enable the Second Party to carry out the agreed upon job from the date of entering the State if he is coming from outside the State, or from the status amendment date, if he is inside the State. In addition, the First Party has to finish all procedures prescribed by the legal systems concerning commencement of work and enable the Second Party to sign the Employment Contract within two weeks from the dates of the work enabling aforesaid in this clause.
2. Obtain a copy of the Employment Contract from MOL, sign the same with the Second Party, submit it to MOL for approval within the period set thereby and submit a copy of the approved Contract to the Second Party along with a copy of the work permit.
3. Pay the due wage to the Second Party in addition to any other rights or benefits as set forth in the Employment Contract and according to the dates, procedures and MOL applicable laws. The First Party may not deduct any amounts from the Second Party's wage, for special rights, except in the following cases:
 - a) The recovery of advances or amounts of money paid to the Second Party in excess of his entitlements, provided that the



- amount deducted in such case shall not exceed 10 percent of the Second Party's periodic wage;
- b) The installments which the Second Party is legally required to pay out of his wage including social security and insurance schemes;
 - c) The Second Party's contributions to the saving fund or advances repayable thereto (if any).
 - d) Installments to any welfare scheme or in respect of any other benefits or services provided by the First Party and approved by MOL;
 - e) Fines imposed upon the Second Party against any offence committed by the same;
 - f) Any debt payable in execution of a court judgement provided that the deduction shall not exceed one-quarter of the Second Party's wage. Where two or more debts are payable or in case of multiple creditors, the maximum shall be half of the Second Party's wage and the sums of money to be attached shall be divided *pro rata* among the beneficiaries after payment of any legal alimony at the rate of one-quarter of the wage.
4. Provide the Second Party with the working hours, weekly and daily rest days as well as the Employment Contract and all shall be placed in the workplaces as identified under the applicable laws.
 5. Be most accurate upon filing any complaint or submitting notices concerning the Second Party, including a report of a sudden absence without following the legal procedures. In case of proven non-serious complaints, MOL may take the actions stipulated in the applicable laws against the First Party.
 6. The First Party shall not oblige the Second Party to purchase goods or foodstuff from certain stores or products of the First Party.
 7. Subject to Clause (4) of this Article, the First Party shall not force the Second Party to work for more than 8 hours daily or more than 48 hours weekly, except for the following cases:



First: Cases for Reduction of working hours:

- (a) Working hours may be reduced for strenuous or health harmful works by virtue of a decision from the Minister of Labour.
- (b) Daily working hours may be reduced by two hours during Ramadan.

Second: Cases for Increase of working hours:

- (a) Working hours may be increased to nine hours per day for people employed in trade, hotels, cafeterias, security and other jobs which may be added by virtue of a decision from the Minister of Labour, provided compliance with the following:
 - Ordinary working hours shall be reduced on any working day of the week by the amount of increase over 8 hours applied to other days in order to limit the weekly working hours to 48 hours. Shift system, in which daily ordinary working hours exceed 9 hours, may be applied provided that weekly working hours shall not exceed 48 hours. Working hours shall be identified for each shift and shall be notified to the Second Party and MOL and placed on the main entrances of the establishment.

(B) Overtime working hours may not exceed two hours per day, unless such work is necessary for the prevention of the occurrence of a colossal loss or a serious accident. The First Party shall, in consideration of the overtime working hours set out in this clause, pay the Second Party a wage equivalent to the ordinary hourly wage with an addition of at least 25% of the said wage. Should the overtime work is between 9 p.m. and 4 a.m., the Second Party shall be entitled to a wage equivalent to the prescribed ordinary hourly wage with an addition of at least 50 % of the said wage.

8. The First Party shall grant the Second Party the following rest intervals:



First: a daily rest of at least 1 hour so that the Second Party shall not work more than 5 consecutive hours without intervals for rest. Such intervals shall not be included in the working hours.

Second: the weekly rest may be more than one day as agreed upon by both Parties. Friday shall be the ordinary weekly rest for the Second Party with the exception of daily wage -workers. Both Parties may agree on any other weekly rest day. The Second Party may not be requested to work for more than two consecutive rest days with the exception of the shift workers.

9. Without any prejudice to the First Party's right to terminate the Second Party without a notice or a gratuity due to any of the reasons stipulated in this Annex and the law regulating labour relation, the First Party may not terminate the service of the Second Party or notifying him of the same during his leave stated in this Annex and the law regulating labour relation.
10. The First Party shall provide all means and meet all requirements of occupational health and safety matters set by MOL to protect the workers from occupational injuries, diseases and risks that may occur during work, in addition to fire risks among all other risks as resulting from using such equipment and other work tools in order to provide a healthy and appropriate environment for workers. Moreover, the First Party shall provide healthcare services for the Second Party according to the laws issued by federal and local authorities in such regard.
11. The First Party may not terminate the Second Party for his medical unfitness before the exhaustion of all the sick leaves legally due to him; otherwise, any such termination shall be deemed null and void.
12. The First Party shall give the Second Party, upon the request thereof and at the end of the labour relation, a certificate of end of service to be issued free of charge, in which the date of commencement and



termination of the employment, the total duration of employment, the type of work performed and the last paid wage and supplements thereof , if any, are stated. Moreover, the First Party shall return to the Second Party any certificates, documents or tools belonging to the Second Party.

13. The First Party shall bear all costs of recruitment and employment stipulated under the applicable procedures in such regard including the Second Party's travel ticket from abroad. In addition, the First Party shall bear all mediation fees (if any), and after the termination of Contract, the First Party shall bear the costs of the return travel of the Second Party (and his family upon mutual agreement) to the destination from where the Second Party came or to any other destination as agreed upon by both Parties. The Second Party shall bear the cost of his return ticket in case of the termination reasons are attributable to him.
14. The First Party shall take all necessary actions stipulated by MOL applicable laws in case of the occurrence of any occupational injury or disease to the Second Party as stipulated under the law.
15. In cases of occupational injuries or diseases, the First Party shall undertake to pay the cost of treatment of the Second Party in one of the officially approved medical centers until his recovery or proven disability, provided that such injury shall not be due to a deliberate act of the Second Party.
16. Should the injury prevent the Second Party from performing his work, the First Party shall pay him a financial aid equivalent to a full wage for the entire period of treatment, or for a period of (6) months, whichever is shorter. Should the treatment last for more than (6) months, such financial aid shall be reduced by half for the following (6) months or until the Second Party is fully recovered, declared disabled or dies, whichever occurs first.



17. The First Party or any legal representative thereof shall be prohibited from assaulting the Second Party in any form or manner whatsoever, sexually harassing, putting under compulsory labor or imposing upon forced labour. Should otherwise is proven to occur, the Second Party may leave the work at any time and without a notice and may refer to MOL to file a complaint against the First Party if he is entitled thereto.
18. In case the First Party is obliged to provide accommodation for the Second Party, such accommodation shall meet all the specifications and requirements stipulated in the MOL applicable laws in such regard.
19. Should the first Party assign the Second Party with a job in places far from cities where ordinary transports do not reach, the First Party shall provide the Second Party with all or any of the following services (as per determined by a decision of Minister of Labour regarding such places and services):
 - Suitable Means of Transportation- Suitable Accommodation- Potable Water- Proper Foodstuff- Medical Aid Equipment- Entertainment and Sports Means.
20. The First Party shall notify MOL of any changes in the data of its address or contact information within one week of such change, otherwise, correspondences sent to the data obtained by the MOL shall be deemed valid and legally effective.

Article (4)
Obligations of the Second Party (Worker)

For purposes of implementation of the Employment Contract by and between both Parties, the Second Party shall:

- 1- Give due diligence to the following:
 - (a) Directly joining the work for the First Party upon entering the State in case of being a Worker from abroad, and upon status



amendment in case of being contracted with from inside the State. Should the First Party not enable the Second Party from joining the work agreed upon as per this Contract, then the Second Party has to refer to the Ministry of Labour within a period of two weeks from the dates referred to in this Paragraph.

(B) The Second Party has to keep on doing his work and not to stop unless there are legal reasons as per stated in this Employment Contract, its Annex and the MOL applicable laws; therefore, the Second Party has to refer to the MOL within a period not exceeding two months from the date of his unemployment in all cases.

(C) Performing his basic duties under the Employment Contract by carrying out his job timely by himself and as per the specifications required by nature of his entrusted job. In case of continuous breach of such basic duties, the First Party may dismiss the Second Party without prior notice or end of service gratuity after carrying out a written investigation and warning him on dismissal in case of repetition.

- 2- The Second Party shall not assume false identity or nationality, or submit false certificates or documents.
- 3- The Second Party shall not commit an error resulting in gross material losses to the First Party. It is the MOL which shall determine such loss, provided that the same is notified of the incident by the First Party within (48) hours from the knowledge of the occurrence thereof.
- 4- The Second Party shall not violate the instructions related to the safety at work or in the workplace; provided that such instructions be written and posted in a prominent location, and that he is notified thereof in oral manner should he be illiterate.
- 5- The Second Party shall not disclose any of the secrets of the establishment where he is working.



- 6- The Second Party shall not commit any act that would entail conviction of the same in a final judgment by the competent court in a crime of honor, honesty or public ethics.
- 7- The Second Party shall not be found in a state of drunkenness or under the influence of a narcotic during working hours.
- 8- The Second Party shall not assault, during the work, the First Party, manager in charge or any co-worker.
- 9- The Second Party shall not be absent without valid cause for more than twenty non-consecutive days in one contractual year, or for more than seven consecutive days.

In case the Second Party breaches any of the above clauses (from 1 to 9) of this Article, the First Party may dismiss the Second Party without notice or end of service gratuities.

- 10- The Second Party shall not work for third Parties even during his leave except in the cases and under the conditions and regulations stipulated in the Employment Contract, which are set forth in MOL applicable laws.
- 11- The Second Party shall maintain work tools and properties. In addition, the Second Party shall not, for his own use, keep work documents except to the extent permitted by the First Party or as required to carry out the job responsibilities.
- 12- The Second Party shall notify the First Party of his sickness within maximum two days in case such sickness is not due to an occupational injury. The First Party shall initiate to take necessary actions to immediately make the Second Party undergo medical examination in order to verify the sickness thereof and to ensure provision of necessary treatment according to the applicable laws in such regards.
- 13- The Second Party shall not deliberately submit malicious reports against the First Party and shall be cautious and accurate in submitting data, notices or reports on the conditions of work or housing provided by the First Party.
- 14- The Second Party shall use protective equipment and clothing provided to him for such purpose, abide by all instructions of the First Party aiming at his protection from risks and shall refrain from



carrying out any act in a way that may obstruct the implementation of said instructions.

15- In the event where the First Party provides the Second Party with accommodation, the Second Party shall:

- Maintain such accommodation including all its contents and use the same only for the intended purpose and according to the regulations set in such regard.
- Vacate the accommodation place within no more than thirty days from the date of termination of the employment thereof. The Second Party shall not delay vacation of the accommodation beyond the said period for any reason whatsoever, provided that the First Party pays to the Second Party travel expenses, end of service gratuities and any other entitlements undertaken by the First Party in accordance with the Employment Contract, establishment policies or the applicable law.
- Should the Second Party dispute over the amount of the said expenses and entitlements, the MOL shall specify such expenses and entitlement in an expedite manner within one week from the date of notification thereto, provided that it notifies the Second Party thereof upon specifying the same. In such case, the mentioned period of thirty day shall be effective as of the date of the deposit by the First Party of the specified expenses and entitlements into the MOL treasury on trust. Should the Second Party not vacate the accommodation after elapse of the said period of thirty days, the MOL shall cooperate with the pertinent authorities to take the necessary administrative measures for the vacation. The provisions of the present Article shall not prejudice the right of the Second Party to challenge the same before the competent court.

16- The Second Party shall provide assistance and help in case of risks, disasters and crises that may threaten the safety of workplaces and workers.

17- The Second Party shall undergo, upon the First Party's request, to medical examinations required prior to or during employment and



joining the work as long as such examinations are necessary for the benefit of work.

18- The Second Party shall pay the fees of obtaining ID cards for himself and his family members.

19- The Second Party shall inform the First Party of his full address and any other contact information suitable for communication therewith, to which work relevant notices may be delivered. Accordingly, the First Party shall notify MOL of such address and information. The Second Party shall carry out such notification to the First Party in case any changes occurs to such information.

20- The First Party shall refer to MOL in the following cases:

First - Should the Second Party remain unemployed for a period of two months, the Second Party shall notify MOL within such period.

Second - Should MOL refer the complaint of the Second Party to the competent court, the Second Party shall:

- a. Register his complaint within two weeks from the date of referral.
- b. Follow up his complaint before the competent authorities, attend hearings, and implement instructions issued by judicial authorities.
- c. Settle his status by cancelling the permit and moving to work for another establishment or leaving the State within no later than two months after issuance of the final or conclusive judgement.

- For the purpose of the required regulation of the UAE labour market and providing for a safe and stable work environment to all workers within the State, MOL will prohibit granting the Second Party a work permit for periods less than one year from the date of leaving the State in any of the following proven cases:

- i. Should the Second Party not refer to MOL and follow the required procedures in the two cases mentioned in this Clause.
- ii. Should both Parties (the Employer and the Worker) agree on terminating the Contract during its term before the Worker continued six months of employment term, with exception of the workers of first, second and third skill levels.



- iii. Should the Worker solely terminate this Contract during its term without a reason attributable to the First Party.
- iv. Should the Second Party be dismissed for any of the reasons stipulated in Clauses (from 1 to 9) of Article (4) of this Annex

Article (5)

Rights of the Second Party (Worker)

For purposes of implementation of the Employment Contract by and between both Parties, the Second Party shall be entitled to:

1. File a serious complaint to MOL in case of having any grievance concerning the First Party's violation to the articles of the Contract entered into by both Parties, or a breach of the provisions of the MOI applicable laws in favor of the Second Party, provided that such complaint shall be filed within no later than thirty days as of the date of the Second Party's knowledge of the incident subject matter of grievance., and that the Second Party shall be cautious in proving information and facts relating to such complaint.
2. Receive his wage in full in the manner and at the times stipulated under the Employment Contract as per the laws and regulations set by MOL as long as the there is no legal reasons preventing the same, provided that such reasons shall be attributed to Second Party itself and that such reasons may lead to prevent payment of the wage in whole or in part.
3. Get the weekly rest for at least one day or more per week as agreed upon in this Contract. Such day-off shall be identified and known in advance, the same case as working hours. In case the work circumstances requires the Second Party to work on this day, the Second Party shall be entitled to a substitute rest day, or to receive the basic salary for the ordinary working hours in addition to at least 50 % of the said wage. The Second Party shall not be prevented from such day set for the weekly rest more than two consecutive times.
4. Have an official leave with full payment in the following occasions
New Year's Day (Hijri) (One day) - New Year's Day (Gregorian) (One day) -
Eid al Fitr (Two days) - Eid al Adha and Arafat Day (Three days) - Prophet
Mohammed Birthday Anniversary (One day) - Isra and Mi'raj (One day)



and the National Day (One day), in addition to any further similar leaves legally prescribed for the workers. Should the work circumstances require the Second Party to work during holidays or leaves for which a payment is paid thereto, the Second Party shall be granted a substitute leave as well as an increase in the basic salary amounting to 50 % thereof. Should the Second Party not be granted a substitute leave, the First Party shall pay to the Second Party an additional sum to the basic salary thereof amounting to 150 % with regards to the days of work.

5. Get, during every year of service, an annual leave of no less than the following periods:

A - Two days for each month should the period of service be of six months at least and a year at most.

B - Thirty days for each year should the period of service exceeds one year. Should the service of the Second Party be terminated, the Second Party shall be entitled to an annual leave for the fractions of the last year. The holidays set by law or by agreement, or any other leaves caused by illness should it occur during such holiday shall be included in the annual leave and deemed a part thereof.

6. Receive the basic salary plus a housing allowance, if any, for the days of the annual leave, provided that such wage shall be paid to the Second Party prior to commencement of his annual the provisions of law for such prescribed leave. Should the work circumstances require the Second Party's work during his total annual leave or a part thereof, and should the leave during which the Second Party worked is not carried forward to the next year, then the First Party must pay to the Second Party his wage, in addition to a leave allowance for the days of work, equal to his basic wage. In all cases, the Second Party may not be required to work during the annual leave for more than once within two consecutive years.



7. Receive payment of his wage for accrued annual leave days should he be dismissed or should he leave work as per MOL applicable laws. Such payment shall be calculated on the basic wage paid to the Second Party at the time of entitlement to such leave.
8. The Female Worker shall be entitled to a maternity leave with full payment of the wage thereof, and such for a period of forty-five days that include the pre- and postnatal periods, provided that her continuous service period for the First Party is of one year at least. The maternity leave shall be granted with half a wage should the Second Party not have completed the aforementioned period.
Upon the end of the maternity leave, the Female Worker may remain absent from work without pay for a period of one hundred consecutive or non-consecutive days at most if such absence be caused by an illness hindering her from returning to work . Such illness shall be established by means of a medical certificate issued by the medical entity appointed by the competent health authority or ratified by such authority stating that such illness arises from the pregnancy or the delivery. The leave referred to in the preceding clauses shall not be deducted from other leaves to which the Female Worker is entitled. During the period of eighteen months subsequent to the date of delivery, the nursing Female Worker shall be entitled to two additional periods per day for such purpose, the duration of each thereof shall not exceed half an hour. Such additional periods shall be deemed as part of the working hours and do not entail any deduction of the wage.
9. Get a sick leave not exceeding 90 consecutive or non-consecutive days for each year of service, calculated as follows: the first fifteen days with full pay, the following thirty days with half pay, and the following periods without pay, all this provided that the Second Party spends more than three month after the end of the probation period in the continuous service of the First Party and contracted an illness. The Second Party shall not be entitled to the wage during the sick leave if the illness directly arises from the ill behavior of the Second Party such as the consumption of alcohols or narcotics.



10. If the Second Party resigns from service by reason of illness before the expiry of the first forty five days of the sick leaves, and the governmental physician or the physician appointed by the First Party approves the cause of resignation, the First Party must pay to the resigning Worker the wage due to him with regards to the remainder of the first forty five days referred to in Clause (9) hereinabove.
11. The Second Party shall be granted for the entire duration of his employment and for only one time a special leave without pay for the pilgrimage. Such leave shall not be included in the other leaves and may not exceed thirty days.
12. The Second Party, having spent five years in service for the First Party, shall be entitled to an end of service gratuity upon the termination of his service or completion of the contract agreed-upon term. The days of absence from work without pay shall not be included in the calculation of such period of service.
 - The gratuity shall be calculated as follows: the wage of twenty one days for each of the first five years of service, and the wage of thirty days for every additional year, but always provided that in all cases the total gratuity shall not exceed the basic wage of two years. The Second Party shall be entitled to a gratuity for the served fraction of a year, provided that the Second Party completes the actual period of service stipulated under this paragraph.
 - The First Party may deduct from the end of service gratuity any amounts due to the same and accrued on the Second Party.
 - The end of service gratuity shall not be granted in cases that allow for prevention thereof as per set forth under this Annex, and in the event that the Second Party leaves the work at his own accord so as to avoid the reasons for dismissal set forth in clauses (from 1 to 9) of Article (4) of this Annex.



- In the event of the Second Party's death, his due end of service gratuity shall be paid to the beneficiaries thereof.
- 13. Should the occupational injury or disease cause the death of a Worker, then the members of his family shall be entitled to compensation equal to the basic wage of the Worker for a period of twenty-four months, provided that the amount of compensation shall not be less than eighteen thousand Dirhams or be more than thirty five thousand Dirhams. The amount of compensation shall be calculated on the basis of the last basic wage received by the Second Party prior to his death. The compensation shall be distributed in accordance with the provisions of the schedule enclosed with the applicable law.
- 14. The Second Party shall be entitled to the same compensation set forth in Clause (13) hereof in case of permanent total disability. As for a partial disability, the Second Party shall be entitled to a compensation according to the rates set forth by law. (Moreover, in case of the Second Party's partial disability preventing him from carrying out his job duties, if he is capable of performing other works that are consistent with his health condition, and should such works exist, then the First Party shall transfer the Second Party upon the latter's request to one of such works. In this case, the First Party shall pay the Second Party the wage normally paid to workers of similar jobs with the same title, without prejudice to the rights and compensations due to the Second Party by virtue of the provisions of this Annex). The Second Party shall not be entitled to the rights and compensations set forth hereunder, if it is proven in the investigations of the competent authorities that the Second Party deliberately injured himself with the intention of committing suicide or for obtaining a compensation, a sick leave or any other reason, or if the Second Party be at the time of the incident under the influence of drugs or alcohols.
- 15. Retain the evidencing documents relating to him.
- 16. If a change occurs in the form of the establishment or the legal status thereof, the Employment Contracts effective at the time of the change



shall remain valid between both the new Employer and the Second Party. The employment shall continue and both the original and new Employers shall be jointly liable for a period of six months for the execution of the obligations arising from the employment contracts during the period preceding such change. Upon lapse of the said period, the new Employer shall solely bear such liability.

Article (6)
Rights of the First Party (Employer)

For purposes of implementation of the Employment Contract by and between both Parties, and subject to the stipulated provisions regarding the Second Party's right to complaint and grievance as long as actual reasons established therefore, the First Party shall be entitled to:

1. Inflict any of the following disciplinary penalties upon the Second Party:

Warning, fine, suspension with reduced pay for a period not exceeding ten days, deprivation from or deferment of periodic bonus, deprivation from promotion, dismissal from work, dismissal from work and deprivation from the total end of service gratuity or a part thereof. Such penalty shall not be inflicted for reasons other than the ones mentioned exclusively in Clauses from (1 to 9) of Article (4) hereof. Rather, the penalty shall be the termination of service with deprivation from wage only in case of proven work for third Parties by the Second Party even if such work was carried out during his leave from work unless as per the cases, the manners and the regulations prescribed by MOL applicable laws.

2. Upon infliction of any of the abovementioned penalties by the First Party as set forth in Clause (1) hereof, the First Party shall commit to the following:

A- The penalty of deprivation of the periodic allowance may not be imposed more than once per year, and such allowance may not be deferred for more than six months.



- B- The penalty of deprivation of the promotion may not be imposed for more than one promotional cycle. The penalized Worker shall be then promoted during the following promotional cycle if he meets the necessary conditions for such promotion.
- C- No disciplinary penalty may be imposed on the Worker for an act committed thereby outside the workplace, unless such act is connected to the work, the Employer or the manager in charge.
- D- It shall not be permissible to impose more than one penalty or combine any disciplinary penalty with the deduction of any part of the wage of the Second Party due to losing, damaging or destructing machines, tools, products or materials owned by the First Party or such was in the latter's custody wherever the same is resulted from the Second Party's default or his violation to the First Party's instructions.
- E- It shall not be permissible to impose on the Second Party any of the penalties unless the Second Party is notified in writing with regards to charges made against him, after having heard his statements and the defense thereof investigated, and after having recorded the matter in a minutes deposited in his personal file. The penalty shall be noted at the end of such minutes. The Second Party has to be notified in writing of the penalties imposed upon him, its type and amount, the causes of imposition and the penalty to be imposed in case of recidivism.
- F- The fine may be a specific amount or an amount equal to the wage of the Second Party for a specific period. The fine prescribed concerning one breach may not exceed the wage of five days. Furthermore, for the settlement of the fines imposed on the Second Party, only a maximum amount equal to the wage of five days may be deducted from the wage of the Second Party per one month.



- G- The Second Party may not be accused of a disciplinary offense after thirty days of the discovery thereof. Furthermore, no disciplinary penalty may be imposed after sixty days from the date of completion of the investigation in the offence of which the Second Party is found guilty.
3. The First Party may, temporarily, suspend the Second Party from work upon charging the same of a deliberate crime against life, property, honor, or honesty. The suspension period shall commence on the date of the notification of the incident to the competent authorities and until the issuance of a decision thereby in such regard. The Second Party shall not be entitled to his wage during the said suspension period. Should a decision be issued for the non-prosecution or the acquittal of the Second Party, the latter shall be reinstated and paid the full wage for the suspension period, should such suspension be arbitrary from the First Party without justifying reasons.
 4. The First Party may determine the date of the commencement of the annual leave, and may divide it if necessary to two or more periods.
 5. The First Party may terminate the service of the Second Party subsequent to the exhaustion of his sick leaves, should the Second Party not be able to return to his work. In such case, the Second Party shall be entitled to the end of service gratuity.
 6. The First Party may change the Second Party's workplace with no prejudice to the wage or job of the latter in accordance with the requirements and regulations prescribed in such regard.

Article (7)

Provisions of MOL applicable laws shall apply to any matters not explicitly stipulated herein. Any dispute arising in connection with this Job Offer and the Annex thereof shall be subject to the jurisdiction of UAE Courts. The First Party shall acknowledge and declare that any notices or correspondences made to him by any means of communication to the contacts mentioned in the Job Offer shall be deemed valid and of all legal effect.

Standard Limited-Term Employment Contract

Contract No.: (The serial number of the Contract file at the Ministry)

Establishment No.:

On this day,

1. The First Party (The "Establishment"): of Nationality; whose address is: represented by:
.....; and
2. The Second Party (The "Worker"): of Nationality; whose address is:, Passport No.: (+ a photograph of the worker)

Preamble

- The two parties having agreed that the following words, or terms used in their stead, shall, wherever they appear in this Contract, be construed as follows:
 - **"U.A.E.":** United Arab Emirates.
 - **"Ministry":** Ministry of Labour in the United Arab Emirates.
 - **"Law":** The Federal Law No. 8 of 1980 regarding regulation of labour relations and any amendment thereto.
 - **"Applicable Legal Regulations":** In addition to the aforementioned Law and the clauses provided for in this Contract, the Applicable Legal Regulations are the set of regulatory resolutions and circulars that are issued pursuant to the Law and implemented by the Ministry as the set of legislations and rules governing and regulating the labour market in the U.A.E.
 - **"Country of Recruitment":** the country from which the worker originates, whether the country of his/her nationality or any other.
 - **"First Party":** Employer (Establishment).
 - **"Second Party":** Worker.
 - **"Both Parties":** the Employer and the Worker.
 - **"Remuneration":** compensation offered to the Second Party in consideration of services rendered under the Employment Contract, whether in cash or in-kind, including allowances, such as a cost of living allowance, as specified in the Employment Contracts.
 - **"Basic Remuneration":** the wage provided for in the employment contract during its validity, excluding allowances.
 - **"Work-Related Injury":** injury caused by occupational illnesses listed in the schedule attached to the Law or by an accident sustained by the Second Party during the performance, or as a result, of his work. Any accident sustained by the Second Party on his way to or back from his work shall be deemed a work-related injury, provided that the trip to or from the workplace is made directly, without pause, lingering or diversion from the normal route.
- the two Parties, having agreed to enter into a contract to have the Second Party perform for the First Party the work specified below, retrieved this Contract from MOL records and signed it in the UAE after jointly verifying that its terms are identical to those in the employment offer that the Second Party had previously accepted and signed; and

Whereas the two Parties are intent to implement all the Clauses hereto, consistent with the principle of good faith in contract implementation:

Therefore, the two parties, being fully aware of the provisions of this Contract, and having ascertained their respective competence to enter into and consummate this contract, hereby consensually agree to the following:

Clause (One)

The abovementioned preamble shall constitute an integral part of this Contract and a reference in the interpretation of all its clauses.

Clause (Two)

The Second Party shall work for the First Party in the (job, profession, or post of), while his job title shall be: The execution of this job shall take place in the U.A.E (in the Emirate of, or in the place/ site specified by the First Party depending on the nature of the work required to be performed by the Second Party).

Clause (Three)

The duration of this Contract (the "Term") shall be (the Term shall be provided in writing and not exceed two years) starting on, and ending on

Clause (Four)

The Second Party shall work for the First party for a period of months under probation (not to exceed six months as of the start of the Employment Contract as specified in Clause Three hereof). If the Second Party completes the probation period successfully, and continues to work, that period shall be calculated as part of his total service period. The First Party may dismiss the Second Party during the probation period without notice or end-of-service indemnity.

Clause (Five)

The First Party shall pay the Second Party a (annual/ monthly/weekly/ daily) remuneration of (the remuneration shall be written in figures and words). This remuneration shall include: the amount of the basic remuneration (the remuneration shall be written in figures and words) and allowances (each allowance shall be written in figures and words). Such allowances are either paid in-cash, along with the basic remuneration, or provided in-kind to the worker throughout the contract validity period. This remuneration shall be paid pursuant to the methods, procedures and dates specified by the Applicable Legal Regulations at the Ministry.

Clause (Six)

The employment relation that is governed by this contract is a contractual relation. Either party may, hence, unilaterally terminate the employment relation at any time; neither party may be obligated to continue in this relation against his/her free will. The two parties agree that termination occurs in the following instances:

- 1- The term of the contract expires and this contract is not renewed.

- 2- The two parties mutually agree to terminate the contract during its term.
- 3- One party acts unilaterally to terminate the contract and complies with the legal measures described in paragraph (4) of this Clause. The terminating party bears the legal consequences that may arise from early termination.
- 4- One party acts unilaterally to terminate a renewed contract during the renewal term; the terminating party commits to undertaking the following legal measures:
 - a. Notify the other party, in writing, of its intent to terminate the contract in accordance with the provision of Clause (7) of this contract.
 - b. Continue to honor its obligations under the contract during the notice period.
 - c. Indemnify the other party in accordance with Clause (7) of this contract.
- 5- One party acts unilaterally to terminate the contract without reason of non-compliance by the other party, and does not undertake the required legal measures. The terminating party shall, alone, bear the legal consequences that may arise from termination.
- 6- The employer acts to terminate the contract for any of the reasons that are referred to in paragraphs 1 to 9 of Clause (10) of this contract.

Clause (Seven)

The Parties have agreed that the notice period would be for (one month/ two months/ three months).

Clause (Eight)

The two Parties acknowledge that all expenses related to enabling the Second Party to work for the First Party (or the cost of recruiting the Second Party to work in the U.A.E), including travel to the UAE and broker agency fees, if any, shall be borne by the First Party, without any contribution by the Second Party.

Clause (Nine) Employer's Obligations

For the purposes of implementing this Contract, the First Party shall:

1. Enable the Second Party to perform the work agreed to upon his entry into the U.A.E and completion of any and all procedures officially required to allow the Second Party to start this work.
2. Deliver to the worker the Labour card, or its equivalent, and an authenticated version of the Contract in a language that the worker understands.
3. Pay the Second Party the due remuneration, and grant him any other entitlements or benefits, as provided for in the Contract and pursuant to the dates, procedures and Applicable Legal Regulations enforced by the Ministry. Furthermore, no amount may be deducted by the First Party from the remuneration of the Second Party, against special dues, except in the following cases:

- a. Repayment of advances or amounts of money paid to the Second Party in excess of his entitlement, provided that amounts deducted in this case may not exceed ten percent of the worker's periodic remuneration.
 - b. Installments which are payable by law by the Second Party from his remuneration, such as social security and insurance schemes.
 - c. Subscriptions of the Second Party in the saving fund or advances that are due for payment to the fund, if any.
 - d. Installments in respect of any social scheme or other benefits or services provided by the First Party and approved by the Ministry.
 - e. Fines imposed on the Second Party by competent authorities due to offenses committed by the latter.
 - f. Any debts payable in execution of a court verdict, provided that not more than a quarter of the Second Party's remuneration shall be deducted in a given pay cycle. In the event of multiple debts or creditors, half of the remuneration at the most may be deducted and the sums of money attached shall be divided pro rata among beneficiaries after payment of any Sharia alimony amounting to one quarter of the remuneration.
4. Exercise absolute care and precision when filing any complaints or notifications with regard to the Second Party, including filing a notice of abrupt failure to report to work without following the required legal procedures. If it is proven that a complaint or notification is made with wrongful intent, the Ministry may take action in accordance with to the Applicable Legal Regulations.
 5. Enable the Second Party to sign this Contract before entering the U.A.E, and provide him along with this Contract with information about work hours, dates of weekly holidays. Furthermore, he shall display such information in the workplaces as specified by the Applicable Legal Regulations.
 6. Keep a special file and a register for the Second Party, if he employs more than five workers, and record in the register information specified by the Applicable Legal Regulations at the Ministry.
 7. Not require the Second Party to purchase food or other commodities from specific shops or products manufactured by the First Party.
 8. In application of the provision of Paragraph (5) of this Clause, the First Party may not require the Second Party to work for more than 8 hours per day or 48 hours per week or 144 hours in a three-week period. Moreover, usual working hours shall be reduced by two hours daily during the holy month of Ramadan. The periods of time spent by the worker in commuting between place and work are not calculated as part of the working hours. If work-related circumstances require the Second Party to work overtime, the additional working hours should not exceed two hours per day, to be compensated for at the rate of normal working hours plus an increment that is not less than 25%. If those two hours occur between nine p.m. and four a.m., the Second Party shall be paid for the overtime during which he worked the normal working hours' rate plus an increment that is not less than 50%.

9. Not to dismiss, or serve notice to dismiss, the Second Party for taking a sick leave, without prejudice to the right of the First Party to dismiss the worker without notice or indemnity in specific circumstances that are indicated in this contract.
10. Provide all occupational health and safety measures and requirements as specified by the Ministry to protect the workers from the hazards of injuries and occupational diseases that may occur during work, as well as fire hazards and all other hazards that may arise from the use of machinery and other work tools and instruments, and in order to ensure a conducive and healthy working environment.
11. Not admit, or allow the admission of, any kind of alcoholic drinks to the workplace in order to be consumed onsite, and not allow any person to enter and remain on Establishment premises and if that person is under the influence of alcohol.
12. The First Party may not terminate the service of the Second Party because he is not medically fit, before the latter avails himself to the sick leaves legally due to him. Any termination done otherwise shall be deemed null and void.
13. The First Party shall provide the Second Party, at the end of his service and upon his request, with an end of service certificate free of charge. The said Certificate shall include date of appointment and date of termination, total period of service, nature of work performed and last remuneration plus allowances, if any. The First Party shall also return to the Second Party any certificates, documents or tools that belong to the latter, if any.
14. The First Party shall, upon the expiration of the Contract, bear the repatriation expenses of the Second Party to the place where he has been recruited or any other place agreed upon by Both Parties.
15. The First Party shall take the measures provided for in the Applicable Legal Regulations at the Ministry in the event the Second Party sustains a work-related injury or an occupational disease listed in the Law.
16. In the case of work-related injuries or occupational diseases, the First Party shall pay the medical expenses for treating the Second Party in one of the government medical treatment centers until the Second Party has recovered or is proven to have become disabled.

17. If the work-related injury prevents the Second Party from performing his work, the First Party shall pay the former financial assistance that equals his full remuneration throughout the treatment period, or for a period of 6 months, whichever is shorter. If treatment lasts for more than 6 months, the financial assistance shall be reduced to half, for an additional period of 6 months or until the Second Party has recovered, is proven to have become disabled, or is deceased, whichever comes first.

18. The First Party, or whoever represents him legally, is prohibited from assaulting the worker in any way, shape or form, or harassing the worker sexually. In such cases, the Second Party may leave work without notice at any time and submit a duly admissible complaint to the Ministry.
19. In case the First Party is obliged to provide accommodation to the Second Party, such accommodation should meet the specifications and requirements provided for in this regard in the Applicable Legal Regulations at the Ministry.
20. Fulfill his obligations as mandated by the Law and this Contract towards the Second Party. Furthermore, the Second Party may leave work with the First Party without notice, at any time, if it is proven that an obligation has been violated, and file a duly admissible complaint with the Ministry.
21. In case he employs the Second Party in remote locations that are distant from urban areas and that are not accessible using ordinary public transport, he shall provide the latter with all or some of the following services (as specified by a resolution by the Minister of Labour regarding the services in remote areas): appropriate means of transport, appropriate accommodation, potable water, basic foods, medical facilities, and recreation and sports facilities.

Clause(Ten)

Worker's Obligations

For the purposes of implementing this Contract, the Second Party:

1. Shall undertake to carry out his basic duties pursuant to this Contract in full and to carry out his work by himself and by the specified deadlines, according to the specifications mandated by the nature of the work he is performing. The First Party may dismiss him from his work without notice and without end-of-service indemnity if he persists in failing to fulfill his basic duties following a recorded deposition and repeated warnings.
2. Refrain from assuming a false identity or nationality or submitting forged documents or certificates.
3. Avoid committing an error causing gross material loss to the First Party. The Ministry shall determine the amount of such loss provided that it is notified about the incident by the First Party within 48 hours of learning of its occurrence.
4. May not violate the instructions related to occupational and workplace safety, provided that such instructions are displayed in writing in accessible places, and that the worker has been duly informed of the same verbally if he is illiterate.
5. Refrain from revealing any of the secrets of the Establishment where he works.
6. Refrain from committing any act that would lead to his conviction of any crime involving moral turpitude, honesty, or public decency.
7. May not be found drunk or under the influence of drugs during working hours.
8. May not, in the course of his work, commit an assault on the Employer, the line manager, or any of his work colleagues.
9. May not be absent from work for more than 20 non-consecutive days without valid reason within the single contractual year or for more than 7 consecutive days.

In case the Second Party violates any of these terms (from 1 to 9 above), the First Party may dismiss him from his work without notice and without end of service indemnity.

10. May not work for any other party except the First Party, even during his leave from work, except in cases that are pursuant to the conditions and regulations set forth herein and those provided for in the Applicable Legal Regulations at the Ministry.
11. Shall protect work related equipment and possessions, and safeguard them from damage, and shall not keep for himself any work related papers or documents except within the parameters allowed by the First Party or as may be required to perform his work.
12. Shall notify the First Party of his illness within two days if such illness does not arise from a work-related injury. The First Party shall take the measures necessary to immediately have him examined medically in order to diagnose his medical problem and provide him with the necessary treatment in accordance with adopted procedures.
13. Shall refrain from filing malicious reports against the First Party, and shall seek to be strictly precise in the statements, notices or reports filed by him with regard to his working conditions or the conditions of the housing accommodation provided to him by the First Party.
14. shall wear protective gear and use protective equipment provided to him; shall follow all instructions given to him by the First Party which are meant to protect him from hazards; and shall refrain from undertaking any act that would obstruct the implementation of such instructions.
15. Shall, in case the First Party provides him with accommodation, abide by the following:
 - o To keep this accommodation place, including all its contents, in a good condition, and to use it solely for the intended purpose in accordance with the relevant regulations.
 - o To evacuate this accommodation place within no later than thirty days as of the end of his service. He may not delay his evacuation of the accommodation place thereafter for any reason whatsoever, provided that the First Party provides him with travel expenses, end-of-service indemnity and any other benefits that the First Party is obliged to grant to him pursuant to this Contract, the Establishment bylaws, and the Law.
16. Shall report to the Ministry of Labour:
 - o If he is unemployed in the U.A.E for a period of 3 months, in which case he is to inform the Ministry prior to the expiration of this period.
 - o In case the Ministry refers his complaint to the competent court, within a period of six months from the date of that referral.

For the purpose of ensuring proper regulation of the labour market in the U.A.E. and providing a safe and stable working environment for all workers in the U.A.E, the Ministry may refrain from granting the Second Party a work permit for up to one year as of the date of leaving the U.A.E if the Ministry determines any of the following:

- a. The worker did not report to the Ministry in either of the above-mentioned two cases.
- b. The two parties have consented to the termination of this contract during its term and the worker has not completed six months with the employer unless the worker is classified in skill levels 1, 2 or 3 as per the ministry's classification.
- c. The worker acts to terminate a renewed contract during the renewal term without complying with any of the following conditions:

- 1) Notifying the other party, in writing, of his/her intent to terminate the contract in accordance with the agreed-to notice period
- 2) Continuing to report to work during the notice period
- 3) Indemnify the employer as agreed to.

d. The worker is terminated for any of the reasons referred to in paragraphs 1 to 9 of Clause (10) of this contract.

e. The worker acts to terminate the employment relation during the term of the original contract, without reason of non-compliance by the employer, even if the worker has met the notice and indemnification requirements.

Clause (Eleven)

The Second Party's (Worker's) Rights

For the purposes of implementing this Contract, the Second Party shall be entitled to the following:

1. To file an authentic complaint with the Ministry in case he has a grievance as a result of First Party's violation of the Clauses hereof or of the Ministry's legal regulations that are in favor of the Second Party, provided that he files his complaint within no more than thirty days as of the date on which he has learnt of the violation, and provided that he exercises care to ensure the accuracy of the data and information provided in the complaint.
2. To receive his remuneration in full in the methods, and on the dates, specified herein and by the Legal Regulations set by the Ministry, as long as there are no legal reasons, for which he is responsible, that prevent him from accessing such remuneration in full or in part.
3. To enjoy at least one day of rest every week, provided that such day is pre-determined and known in advance, similar to working hours. If work-related circumstances require the Second Party to work on that day, he must be given a day in lieu to rest, or to be paid the basic remuneration for the normal work hours in addition to an increment of at least 50%. In all cases, he may not be deprived of his rest day for more than two consecutive weeks.
4. To take paid holidays on the following occasions:
 - o Hijri (Islamic/Lunar) New Year Day (one day)
 - o Gregorian New Year Day (one day)
 - o Eid Al Fitr (two days)
 - o Eid Al Adha and Arafat (Waqfa) Day (three days)
 - o Prophet Mohammed's Birthday (one Day)
 - o Israa & Mi'raj Night (Ascension of the Prophet) (one day)
 - o UAE National Day (one day)

If work-related circumstances necessitate that the Second Party be asked to work on paid holidays, he must be given holiday days in lieu and be paid an increment of 50% on his remuneration for such days. However, if he is not given days in lieu, the First Party shall pay him an increment of 150% to his basic remuneration for the worked days.

5. To take, during each year of his service, annual leave days that should not be less than the following periods:
 - a. Two days per month if he has been in employment for more than six months but less than one year.
 - b. Thirty days per year if employed for more than one year.

Upon the end of his service he shall be entitled a pro-rated annual leave corresponding to the period of employment in his last year cycle.

The annual leave period is deemed to include such holidays as prescribed by law or as agreed to, in addition to any other days of sickness, if they occur during this leave and are considered as part thereof.

6. The Second Party is entitled to receive his basic remuneration in addition to the housing allowance, if any, for the annual leave days; he is entitled to receive his dues prior to commencing his leave, supplemented by compensation for worked days of the annual leave that he is entitled to by the Law. If work-related circumstances necessitate that he works during his annual leave, in whole or in part, and the period of leave, during which he has worked, has not been carried forward to the next year, the First Party must pay him his remuneration in addition to cash in lieu of leave for his working days at the rate of his basic pay. In all cases, the Second Party may not be required to work during his annual leave more than once during two consecutive years.
7. The Second Party shall be entitled to receive his remuneration in lieu of annual leave days not availed by him, if he is terminated or he leaves service in accordance with due process. Such remuneration in lieu of leave shall be calculated on the basis of remuneration received by the Second Party at the time he became entitled to the said leave.
8. A female worker (the Second Party) shall be entitled to maternity leave with full remuneration for a period of forty five days, including both pre and post natal periods, provided that she has completed no less than one year of continuous service with the First Party. A female worker who has not completed the aforesaid period of service shall be entitled to maternity leave with half remuneration.

A female worker who has exhausted her maternity leave, provided for in this Paragraph, may take an unpaid leave for a maximum period of one hundred consecutive or non-consecutive days if such leave is due to an illness preventing her from resuming her work. A medical report issued by a medical institution that is duly authorized by the competent health authority, or authenticated by the latter, confirming that the illness is a result of pregnancy or delivery shall be used to prove such illness.

During the 18 months following her delivery, a female worker who is **nursing** her child shall be entitled to two additional breaks each day for this purpose, neither of which shall exceed half an hour. These two additional breaks shall be considered as part of the working hours and shall not entail any reduction of remuneration.

9. The Second Party who completes more than three months of continuous service with the First Party, following the end of the probationary period, shall be entitled to a sick leave not exceeding ninety consecutive or non-consecutive days, in respect of each year of service, to be calculated as follows.
 - The first 15 days: full remuneration.
 - The next 30 days: half remuneration.
 - Any subsequent periods: without remuneration.

No remuneration shall be payable to the Second Party for the sick leave if the illness is the direct result of his misconduct (such as consumption of alcohol or narcotic drugs).

10. If the Second Party resigns from service, because of illness, before the lapse of the first forty five days of his sick leave, and the Government Medical Officer or the medical practitioner designated by the First Party approves the cause of resignation, he shall be entitled to the remuneration due in respect of the remainder of the first forty five days referred to in Paragraph (9) of this Clause in addition to his due end-of-service indemnity.
11. The Second Party shall be entitled, once in the course of his entire service, to special unpaid leave for performing pilgrimage (Hajj); such leave shall not be deducted from other leave days due to him, and shall not exceed 30 days.
12. The Second Party who has completed five years of service with the First Party or has completed the Contract term agreed upon in full, shall be entitled to End-of-Service indemnity at the end of his service. The unpaid days of absence from work shall not be included in calculating the period of service. The indemnity pay shall be calculated as follows: 21 days' remuneration for each of the first five years of service; and 30 days' remuneration for each additional year of service, provided that the aggregate amount of

indemnity does not exceed two years' remuneration. The Second Party shall be entitled to indemnity for any fraction of a year actually served, payable on pro rata basis, provided that he has completed the actual service terms provided for in this Clause. The First Party may deduct any amounts due to him by the Second Party from the latter's end of service indemnity. End-of-service indemnity is forfeited in cases where such forfeiture is mandated as per the terms of this contract and in case the Second Party voluntarily resigns so to avoid dismissal as per paragraphs 1 to 9 of Clause 10 of this Contract.

13. In case the work-related injury or occupational disease suffered by the Second Party has resulted in the death of the latter, the members of his family shall be entitled to compensation that is equal to his basic remuneration for a period of twenty four months, provided that the amount of compensation shall neither be less than eighteen thousand nor more than thirty five thousand Dirhams. The compensation amount shall be calculated on the basis of the last remuneration received by the Second Party before his death. The compensation shall be distributed in accordance with the provisions of the schedule attached to the Law.
14. The Second Party shall be entitled to the same compensation provided for in Paragraph (13) of this Clause, in case of permanent total disability. However, in the case of partial disability, he shall be entitled to compensation in accordance with the rates specified by the Law. (Furthermore, if the Second Party is capable, notwithstanding his partial disability, of performing other work consistent with his health condition, the First Party shall transfer him, at his request, to carry out that other work, if such work is available, and shall pay him the remuneration normally paid to holders of similar positions, without prejudice to any entitlements and compensation due to the worker pursuant to this Law). However, the Second Party shall not be entitled to the entitlements listed in this Paragraph, if the inquiries carried out by the competent authorities established that he has deliberately inflicted injury to himself with the intention of committing suicide or of obtaining compensation or sick leave; or if, at the time of the occurrence, the Second Party was under the influence of narcotic drugs or alcohol.
15. The worker is entitled to retain possession of his/her personal identification documents.
16. If the form or legal status of the Establishment changes, employment contracts that are valid at the time of such change shall remain in force between the new Employer and the Second Party, and his service shall be deemed to be continuous. The original and the new employers shall remain jointly liable for a period of six months for the fulfillment of any obligations resulting from employment contracts during the period preceding the change; after the lapse of that period the new employer shall solely bear such liability.

Clause (Twelve)

The First Party's (Employer's) Rights

For the purposes of implementing this Contract, and without prejudice to any of the provisions therein with regard to the Second Party's right to file a complaint or grievance, as long as there are reasonable reasons to do so, the First Party shall be entitled to the following:

1. To take any of the of following disciplinary measures against the Second Party: Warning; Fine; Suspension from work with reduced pay for a period not exceeding ten days; Forfeiture or deferment of periodic increment; Denial of promotion; Dismissal from service with forfeiture of all or part of the indemnity, while such disciplinary measure may not be imposed for reasons other than those exclusively specified in Paragraphs (1 to 9) of Clause Nine hereof; or Dismissal from service with forfeiture of remuneration only in case it has been proven that the Second Party has worked for a third party, even during his leave, except in the cases and pursuant to the conditions and regulations provided for in the Applicable Legal Regulations at the Ministry.

2. If the First Party takes any of the disciplinary measures provided for in Paragraph (1) of this Clause, he has to abide by the following:
 - a. Periodic increment may not be forfeited more than once each year, nor may it be deferred for more than six months.
 - b. No forfeiture of promotion may be made for more than one promotion step. The sanctioned worker shall be promoted on the next immediate step when qualifications for promotion are met.
 - c. No disciplinary action may be taken against a worker for any act committed outside the workplace, unless such an act is related to the business, the employer or his line manager.
 - d. It shall not be permitted to impose more than one penalty, or to combine a disciplinary action with a deduction from the Second Party's remuneration, because he has caused the loss, damage or destruction to any tools, machines, equipment or products owned by or kept in custody of the First Party, to the extent that involvement of the Second Party was due to his fault or violation of the First Party's instructions.
 - e. None of the penalties may be imposed until the Second Party has been notified in writing of the charges against him, heard and allowed to have his defense investigated, and until all this has been recorded in a report to be kept in his personal file, with the penalty noted at the end of such report. Furthermore, he shall be notified in writing of any penalties imposed on him, and of the nature and amount thereof, the reasons for its imposition, and the penalty to which he will be liable if he is to repeat the offence.
 - f. The fine may take the form of a specific amount of money or an amount equal to the remuneration of the employee for a certain period of time. A fine in respect of a single offence may not exceed remuneration payable for five days. Furthermore, it is not

permissible to deduct within one month an amount equal to more than five days' remuneration from the employee's remuneration in settlement of fines imposed upon him.

g. The Second Party may not be charged with an offence requiring a disciplinary action after the lapse of thirty days from disclosure of the same, nor may a disciplinary action be taken after the lapse of more than 60 days from the date on which the inquiry into the offence ended and the Second Party was found guilty thereof.

3. The First Party is entitled to temporarily suspend the Second Party from work, if the Second Party has been charged with premeditated crime, such as his involvement in a physical assault or robbery of property or other crimes involving moral turpitude or breach of trust. The suspension period shall run from the date the incident is reported to the competent authorities until the latter renders a decision on the matter. The Second Party shall not be entitled to remuneration in respect of the said period of suspension. But once a resolution is passed releasing him from standing a trial or acquitting him, he shall be reinstated and paid his full remuneration for the period of such suspension if his suspension from work was not duly justified.

4. The First Party may, at his own discretion, determine the date for commencement of annual leave and, when necessary, may decide to divide the leave in two parts at the most.

5. The First Party may terminate the services of the Second Party who fails to report back to work after exhausting all sick leaves he is entitled to. In this case, the Second Party shall be paid the indemnity he is entitled to.

Clause (Thirteen)

The provisions of the Law shall be applicable to whatever considerations not covered in the text of this contract. The U.A.E courts shall have the jurisdiction to consider any dispute regarding the Clauses and implementation of this Contract.

Clause (Fourteen)

This Contract has been executed in three counterparts (in Arabic, in English and a language that the worker understands). Upon authentication of the Contract, one copy is to be lodged with the Ministry, while each Party shall keep one copy thereof to act accordingly when necessary.

First Party Signature

()

Second Party Signature

()

Note: in the case of unlimited-term contracts, Clause (Six) shall be amended whereby termination will be by notification, while the worker will continue to work during the notification period. Any other items those are not compatible with unlimited-t