

Employment Contract

This contract is made on _____(Date), at _____(Place) and

Between

Employer / Company: _____

Country : **United Arab Emirates**

Address : _____

Represented by : _____

(Herein after referred to as **“the Employer”** or intermittently **“Company”**)

AND

Mr./Mrs./Ms. : _____

Nationality : _____

Passport Number: _____

Address : _____

(Herein after referred to as **“the Employee”**)

WHEREAS, both the parties hereto having full legal capacity to contract, has mutually agreed as follows:

A. POSITION

The Employee undertakes to work for the Employer as _____ (Position of the employee) at the locations / offices of the Employer.

B. COMMENCEMENT AND PROBATION

The employment will commence from _____. The duration of the agreement shall be until _____.

Duration of Six months from the above commencement date shall be probation period, during which either party may terminate this contract without any advance notice.

C. PERFORMANCE OF DUTIES

The duties and responsibilities are as described in the job Description attached to this Contract or provided subsequently. The Employer may direct the Employee to perform such other duties and undertake such other responsibilities as it considers fit from time to time. The Employee shall perform all duties in accordance with reasonable directions, policies and requirements of the Supervisor. The employee shall use the best endeavours to provide the services in a professional manner and in accordance with concerned standard industry practice and shall take all steps required to ensure the deliverables to be suitable for the purpose intended, according to such standards.

The Employee shall exercise all skill, care and diligence in the discharge of the duties, agreed to be performed. Employee shall perform all such duties which are reasonably ancillary to the scope of work. The Employee must comply with all standards, policies and procedures that relate to the business as amended by the Employer from time to time.

D. HOURS OF WORK

- i. The Company working hours is from ____ am to ____ pm ____ day to _____ day. The working hours shall be Eight hours per day. However, the employee is expected to complete the daily tasks even after the normal working hours as necessary;
- ii. The Employee will be entitled for all public holidays as announced by the Government Authorities for the private sector with full pay.

E. REMUNERATION AND ALLOWANCES

- i. The Employer will pay the Employee the remuneration and allowances as below;
 - a) Basic Salary (AED/Month)- _____.
 - b) Accommodation (AED/Month)- _____.
 - c) Transportation (AED/Month) - _____.
 - d) Education Allowance (AED/Month)- _____.
 - e) Work Nature Allowance (AED/Month)- _____.

TOTAL (AED/Month) = _____

- ii. The above gross salary will be paid in hand or transferred into the chosen UAE bank account, before 5th day of every subsequent month.

- iii. The salary and allowances shall be reviewed periodically at the option of the Employer.

F. LEAVE

- i. Employee will be entitled to 30 days annual leave with full pay upon completion of every 12 months of service with the company.
- ii. The annual leave entitlement includes intervening weekends, official holidays or intervening periods of sickness.
- iii. The annual leave cannot be taken until completion of at least 6 months of service. Where the Employee's period of service is more than 6 months but less than one year then the Employee can avail the leave at the proportion of 2 days a month.
- iv. The Employee will be entitled for sick, maternity and other leaves as per the UAE labour Law or prevailing laws applicable in UAE.

G. OTHER BENEFITS

- i. **Medical Expenses**-Employee will receive medical expenses coverage for self as per the Company policy upon joining the Company. The coverage will be according to the prevailing laws applicable in UAE.
- ii. **Air ticket entitlement** - One return economy class air-ticket (Sharjah /Dubai to your nearest home town as shown in passport) will be provided for yourself, while proceeding on annual leave once every year.
- iii. Gratuity in accordance with UAE Labour Laws & Regulations as in prevailing laws applicable in UAE.

H. AUTHORITY PROPERTY

- i. Employee will do everything necessary for the proper safeguarding of Employer's property / equipment entrusted to employee for operation/use. Any negligence on employee's part in such upkeep or any loss taking place as a result, will not only entail recovery of the value of the loss from payments due to employee, but will also be deemed sufficient ground for termination of this agreement. Any

intellectual property rights that belong to the employer and any partly completed assignments or works in progress will also be considered as Employer's property for the purpose of this clause.

- ii.** Any employer property entrusted to employee for employee's personal use during employee's association with the employer must be returned to the employer, after use, in good repair, normal wear and tear exempted. In case the employer had deteriorated, while in employee's custody, due to negligence on employee's part, the employer reserves the right to recover from employee the cost of repairing and restoring it.

I. CONFIDENTIALITY

- i.** Employee will not divulge to any outside persons or concerns any information and secrets connected with the Employer that employee may come across during the performance of employee's duties.
- ii.** Employee will treat all matters relating to the Employer in strict confidence and not disclose them to outsiders except with the prior written authorization of the Employer. In particular, employee is expected to maintain complete confidentiality in respect of work.
- iii.** "Confidential Information" includes, but is not limited to, the following types of information:
 - a) Any information relating to the Employer's technology or intellectual property.
 - b) Details of Employer's facilities, equipment and methods of operation.
 - c) Any information relating to the Employer's product development
 - d) Details of customers, suppliers or other third parties working with the Employer
 - e) Any information on the Employer's commercial agreements.
 - f) Any financial information.
- iv.** Any other information not generally available to the public, or which the Employee ought to reasonably consider is confidential.

- v. Employee acknowledge that employee's obligations relating to confidentiality survive the termination of employment and employee will be liable to pay damages and be subject to injunctive or other relief for any breach of aforesaid obligation.

J. DATA PROTECTION

- i. By signing this statement, the Employee acknowledge and agree that the Company is permitted to hold personal information about the Employee as part of its personnel and other business records, and that the Company may use such information in the course of the Company's business.
- ii. The Employee agree that the Company may disclose information about you to third parties if the Company considers that to do so is required for the proper conduct of the Company's business or that of any associated company. This Clause applies to information held, used or disclosed in any medium.

K. CONFLICT OF INTEREST

- i. Employee will treat all client information as confidential and not disclose them to outsiders except when authorized.
- ii. While in service employee will not have, directly or indirectly, any other business interest and employee will not accept any other assignment part time or honorary, without prior and proper permission in writing from the Employer.
- iii. In the course of employee's association with the employer, employee is bound to come across information that is of a vital and confidential nature, pertaining to the sector. It is therefore expressly agreed, as an important component of this appointment, that employee will not associate either self, directly or indirectly, either during employee's association with the employer or for a period of Twelve months thereafter, with any sector of a competitive nature in UAE or any part of the world.
- iv. Employee further confirm that, neither during the employment nor during the period of Twelve months following the Termination Date, whether directly, through employees or agents or otherwise and whether on own behalf or on behalf of any person, directly or indirectly, will not so as to compete with the Company carry on, be engaged, employed, or at all interested in, any activity with any business, in particular providing the same services as the employer which is

or is intended to be in competition with the business of the company or Company Services in UAE or any part of the world.

- v. Any information or data made available to employee by the Employer or by the customers and suppliers or by any other party, or any innovation or improvement in process, design, etc., effected in the course of employee's association with the employer will belong to the Employer and will be kept by employee in strict confidence and will not be used by employee to the detriment of the Employer's interests at any time.
- vi. In the course of employee's service with the employer or even after employee's discharge from service, if any malaise intention on employee's part is established, resulting in crippling of the Employer's functioning, or causing the Employer financial loss, or damage to the Employer's image, reputation or goodwill, the Employer has the right to prosecute employee under relevant laws and seek redress.

L. TERMINATION OR RESIGNATION

- i. Employee's services may be terminated by the employer by giving 30 days notice in writing or on payment of one month's salary in lieu of the notice.
- ii. In case of resignation during the contract period, employee shall give 30 days' notice in advance or else employer has the right to claim compensation in accordance with the UAE Labour Laws & Regulations as in prevailing laws applicable in UAE.
- iii. This contract may be terminated by the employer without notice in following cases;
 - a) If the employee adopts a false identity or nationality or if submits forged documents or certificates.
 - b) If the employee commits an error causing substantial material loss to the employer.
 - c) If the employee violates instructions concerning safety of the place of business.
 - d) If the employee fails to perform his/her basic duties.
 - e) If the employee is awarded final judgment by the competent court in respect of an offence prejudicing honour, honesty or public morals.
 - f) If the employee during working hours is found drunk or under the influence of drug.

- g) If the employee in the course of work commits an assault on the employer, the manager or any of the colleagues.
- h) If the employee absents himself without lawful excuse for more than twenty intermittent days or more than seven successive day during one year.

M. OTHER

- i. Employee agree to comply with and abide by the policies, procedures, guidelines, code of conduct, standing orders and other rules and regulations of the Employer that may currently be in-force or that may be issued or communicated to employee from time to time, through the Employees' Manual, Circulars, Notices or otherwise.
- ii. Compliance with all statutory regulations is of prime importance. Any negligence or failure on employee's part, in carrying out employee's duties which directly or indirectly results in non-compliance by the Employer, of any statutory regulation, will not only result in termination of this appointment but will also entitle the Employer to recover from employee any penalty or loss to which the Employer is/was subject, together with any additional damages as the Employer may think fit and proper.
- iii. Employee's appointment is based on the assumption that employee have never been charged with any criminal offence under any Law in force. In case employee are so charged during the period of employee's association with the employer, or if any past record of employee's having been so charged come to light, employee's appointment will stand terminated automatically.
- iv. Employee's appointment is subject to employee being fit, physically and mentally at all times, to carry out with clarity and in team spirit, the functions assigned to employee.

N. GENERAL

- i. This agreement shall be governed by and construed in accordance with the concerned law applicable in UAE.
- ii. This agreement is made in 2 copies. Each party shall have one copy.
- iii. This Agreement supersedes any previous agreement between the Employer and the Employee.

- iv. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.
- v. This Agreement has been read by the above-mentioned parties and they have understood its texts, terms and conditions and accepted it and accordingly they signed.

O. OTHER CONDITIONS

The Employer

The Employee

Name:

Name:

Signature-.....

Signature-

Date:

Date: