



Employment Contract
Full Time, Non-UAE Nationals

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This Contract is entered into on this [insert the] day of [insert month and year] by and between:

The First Party:

[Insert name of government entity], address at: Dubai, United Arab Emirates, P.O. Box [insert] Dubai, and represented in this Contract by [insert name of authorized signatory], [job title of signatory], hereinafter referred to as the "**First Party**".

The Second Party

[Insert employee name as per passport], [nationality] National, holder of a Passport No. [insert passport number], with permanent residence address at [insert homeland address], hereinafter referred to as the "**Second Party**".

Preamble

The Second Party warrants that he/she is fully capable of performing the duties and responsibilities of the job and also warrants and declares that he/she is not subject to any restrictions, which would prevent him/her from performing these duties and responsibilities. The Second Party accepts employment with the First Party in accordance with the terms and conditions stipulated in this Contract.

Article (1):

The preamble and the Appendices of this Contract shall be deemed an integral part of this Contract and shall be read and interpreted in conjunction therewith.

Article (2): Term of the Contract

This Contract shall commence on [insert date/month/year-*the actual commencing date*] and shall be valid for [insert number of years] years and shall be automatically renewed each year unless terminated in accordance with the Government of Dubai Human Resources Management Law No. (8) of 2018 and legislations promulgated thereunder.

Article (3): Job Details and Monthly Salary

The Second Party accepts employment with the First Party in accordance with the following job details:

Job Title: [insert job title];

Division/Department: [insert name of division/department];

Section: [insert name of section];

Grade/Band: [insert grade/ band].

Zone (job zone): [insert zone]

The Second Party shall be entitled to remuneration as follows:

- Total Salary: [insert total salary in numbers] Dhs per month ([insert total salary in letters] Dirhams only); distributed as follows:
- Basic Salary (50% of Total Salary): [insert basic salary in numbers] Dhs per month;
- General Allowance (50% of Total Salary): [insert general allowance in numbers] Dhs per month; and
- (Any other entitlements as stipulated in the Government of Dubai Human Resources Management Law No. (8) of 2018 and legislations promulgated thereunder).

Article (4): Health Insurance

The First Party shall provide health insurance for the Second Party and his/her eligible family members residing in the United Arab Emirates in accordance with the health insurance policy adopted by the Government of Dubai.

Article (5): Air Tickets

- A. On the anniversary of the commencement date with the First Party, the Second Party shall be entitled to annual air tickets according to his/her grade. The Second Party is entitled to the cash value of air tickets for himself/herself and his/her eligible family members residing in the United Arab Emirates, whether or not he/she intends to travel. The airfare shall be determined according to the fare applicable to the country of nationality at the time of executing this Contract, or to the nearest airport to that country even if the Second Party acquires afterwards the nationality of another country. The airfare shall be calculated based on the lowest price advertised by the competent authorities for the season in which the Second Party travels.
- B. In all events and circumstances, air ticket entitlements for the Second Party and his/her eligible family members residing in the United Arab Emirates must not exceed (62,500) Dhs per year.
- C. The Second Party may be paid the air ticket entitlements for himself/herself and his/her eligible family members residing in the United Arab Emirates up to two (2) months prior to of the anniversary of his/her employment, should the Second Party intend to use this amount to travel during his/her annual leave.
- D. The Second Party may not claim the air tickets unless he/she completes a full year of service with the First Party.

Article (6): Visa Fees

The First Party shall bear the cost of obtaining and renewing the UAE residence visas for the Second Party and his/her eligible family members residing in the United Arab Emirates (one spouse and up to three (3) children under the age of 21).

Article (7): Annual Leave

The Second Party shall be entitled to a paid annual leave of [insert number of days] working days per year.

Article (8): Official Working Days and Hours

- A. The official working days and hours for the Second Party shall be from [insert day] to [insert day] and from [insert start time] to [insert end time]. [Insert the days off] are the weekly rest days. The First Party may, for work requirements, apply daily or weekly flexible shifts not exceeding forty-eight (48) working hours per week.
- B. Where dictated by work requirements, the First Party may alter the working days and hours of the Second Party and may require the Second Party to work outside official working hours or during the weekly rest days and official holidays.
- C. Where the Second Party is required to undertake any overtime work outside working hours

or during the weekly rest days or official holidays, he/she shall be entitled to an overtime payment or to rest days in lieu of such payment, in accordance with the provisions of the Government of Dubai Human Resources Management Law No. (8) of 2018 and legislations promulgated thereunder.

Article (9): Second Party's Obligations

The Second Party must:

1. Carry out the official duties and responsibilities set out by the First Party in the Second Party's job description, and perform any additional responsibilities that may be assigned by the First Party in the future;
2. Comply with all applicable federal and local legislation and with the official regulations, bylaws, resolutions and instructions, adopted by the First Party;
3. Comply with the relevant ethical code of conduct;
4. Not disclose any confidential information and protect all material and intellectual property of the First Party and comply with all the provisions of Appendix 1 of this Contract (Confidentiality and Non-disclosure Undertaking);
5. Not be employed by third parties on a paid or unpaid basis, or own any share in any establishment –except Public Shareholding Companies – without the prior written consent of the First Party [this item applies only to non-Emirati employees];
6. Avoid any conflict of interest between his/her private activities and the interests and operations of the Government of Dubai, and avoid any act that may place him/her in any position where allegations of conflict of interest could be raised.
7. Not be involved in any political activism while in employment with the First Party unless prior written approval of the concerned authorities is obtained;
8. Avoid all types or forms of abuse of office such as bribery or corruption;
9. Diligently and honestly train his/her UAE National colleagues within his/her organizational unit and transfer to them his/her skills, and assist in the orientation of the employee who replaces him/her upon termination or expiry of this Contract; and
10. Upon end of service, return to the First Party all documents, records, equipment and similar items that were provided to him/her in the course of his/her employment.
11. Train and transfer the expertise to UAE citizen employees who work with him/her in the organizational unit honestly and seriously and help in the preparation of his/her replacement at the expiry or termination of this contract.
12. Return and hand over all documents, files, devices, equipment and other similar items upon separation from service.

Article (10): Probation Period

- A. The Second Party shall be subject to a three (3) month probation period commencing on the commencement date of this Contract, extendible to a further three (3) months, during which time the First Party will evaluate the Second Party's performance and confirm or terminate the Second Party's employment.
- B. During the probation period, the First Party may terminate this Contract if the Second Party is found to be incompetent or unable to perform the responsibilities of the assigned

job, or inability to carry out the job, or for unsatisfactory performance. The Second Party must be given a five (5) day notice period, and the termination decision must be reasoned. If the termination decision is not issued, or the probation period is not extended, the Second Party is deemed to be appointed in the post by the Law.

- C. The Second Party has the right to resign during the probation period after giving the First Party a notice period of five (5) days.
- D. If the Second Party is recruited overseas, he/she must return his/her recruitment expenses including air fare for him/her and his/her family, visa fees, residence permit fees, medical fitness test fees, and temporary accommodation expenses (if any). The First Party may exempt the Second Party from returning these expenses in whole or in part if the Second Party provides acceptable resignation reasons.

Article (11): Resignation

- A. Upon expiry of the probation period, the Second Party shall have the right to resign from his/her job at any time. The resignation shall be submitted in writing and shall observe the notice period prescribed for his/her grade. The Second Party's service shall be deemed terminated only upon acceptance of the resignation.
- B. The First Party must consider the resignation and inform the Second Party within 15 working days of the resignation submission date, failing which the resignation is deemed accepted.
- C. The First Party may defer a decision on resignation, provided that the postponement shall not exceed 30 days from the date of submission of the resignation.

Article (12): Contract Termination

- A. The First Party has the right to terminate this Contract at any time during its term under a reasoned decision, provided that the Second Party is given at least two (2) months written notice of termination. The First Party may reduce the notice period and pay the Second Party an amount equivalent to his/her total salary in lieu of the notice period without affecting any other financial entitlements. The reduced period shall not be deemed as an actual service.
- B. The First Party may not renew this contract upon its expiry, provided that the employee is notified before (one or two months depending on the employee's grade) of expiry.

Article (13): End-of-Service Gratuity

- A. At the end of service, the Second Party shall be entitled to an end-of-service gratuity based on the last basic salary received, provided that he/she completes at least one continuous year of employment, as follows:
 - One month basic salary for each year of the first five (5) years of service;
 - One and a half months basic salary for each year of the second five (5) years of service; and
 - Two (2) months basic salary for any other service year thereafter.
- B. Absence from work without acceptable reason and unpaid leave shall not count towards the

Second Party's service period.

- C. The Second Party shall be entitled to a cash payment in lieu of any accumulated unused annual leave balance, which shall not exceed two (2) years leave entitlement. This amount will be calculated based on the last basic salary paid to him/her.

Article (14): Intellectual Property

Intellectual property rights and copyrights arising from performing this Contract shall be the property of the First Party. This includes, without limitation, computer programmes, studies and research, training materials, patents, models, industrial drawings, engineering designs, and similar output.

Article (15): General Provisions

- A. Without prejudice to the rights and privileges stipulated in this Contract, the First Party shall have the right to transfer the Second Party at any time during the term of this Contract from one position to another, or, upon the consent of the Second Party, to transfer him/her to any other Government entity.
- B. This Contract shall not be binding on the First Party if the Second Party fails to obtain a medical fitness certificate or an employment visa from the competent authorities of the United Arab Emirates, or fails to meet any other employment requirements.
- C. The First Party shall have the right to deduct from the Second Party's monthly pay any amount the Second Party owes to the First Party as a result of overpayment error, cost of personal services (personal visas or air tickets) or any other deductible amounts in accordance with the Government of Dubai Human Resources Management Law No. (8) of 2018 and the legislations issued thereunder or with any regulations issued pursuant thereto. Such deductions may be made in installments, which may not exceed twenty-five percent (25%) of the total salary.
- D. The Second Party shall be subject to disciplinary actions as stated in the Government of Dubai Human Resources Management Law No. (8) of 2018 and the legislations issued thereunder.
- E. Upon termination of service, the residence permits of the Second Party and of family members sponsored by him/her shall be cancelled unless transferred to another organization within the United Arab Emirates.

Article (16): Application of the Human Resources Management Law

Where this Contract is silent on any point, the Government of Dubai Human Resources Law No. (8) of 2018 and the legislations issued thereunder and any regulations or bylaws issued by the First Party shall apply.

Article (17): Signing of Contract

This Contract has been made in two original copies with a copy to each party for the purpose of implementation of this contract.

The First Party

The Second Party

Signature: _____

Signature: _____

Date:

Date:

(Appendix 1)

Confidentiality and Non-disclosure Undertaking

I, the undersigned,

Full Name: [insert name as in passport]

Employee ID Number: [insert employee ID]

Job Title: [insert job title]

Division/Department: [insert name of division/department]

Section: [insert name of section]

Undertake to comply with the following:

1. To observe the confidentiality of Department information and not to disclose it during and after my service with the Department;
2. Not to disclose, without obtaining prior written permission from the Department, any written or verbal information whether determined as confidential by its nature, by its content, or by the rules and instructions issued in this regard, and whether this information relates to the Department or to any other Government entity;
3. Not to disclose the contents, transfer the title of any work or invention pertaining to the Department, or amend, change, delete, translate, copy, print, publish, distribute or photocopy such contents or inventions without obtaining prior written permission from the Department;
4. To notify the Department of any breach or infringement by any party of the intellectual property rights pertaining to any work or invention of the Department that I become aware of;
5. To restrict my use of Department information to the requirements of work and to the communication channels and systems in use by the Department;
6. To properly and securely maintain work and customer files and records;
7. To ensure the safety and security of electronic communication means and tools and not to use them for personal or unofficial purposes or to otherwise grant external parties unauthorized access to the information systems of the Department;
8. To return all documents, files, materials, tapes, discs, software or any other work related property pertaining to the Department, upon end of service or upon my transfer to any other post that does not require me to keep such materials in my possession. This includes materials of other parties which I obtained for the purposes of performing my official duties; and
9. Upon end of service and as the Department deems fit, to permanently and irrevocably delete all the information and data of the Department which is either in my possession or at my disposal, whether that information is stored on electronic disc drive or flash drive, or optical memory card or any similar electronic storage drive devices.

Should I fail to comply with any of the terms of this Undertaking, the Department shall have the right to take any required legal action in accordance with the legislation in force in the United Arab Emirates.

Employee Signature:

Date: