

# **Temporary Employment Contract**



## **Temporary Employment Contract**

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] with 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**

For the purpose of this Contract, 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 for a term of [insert days or months]. The term of this Contract may not exceed one (1) year and may not be renewed.

#### **Article (3): Job Details and Remuneration**

1. The Second Party accepts employment with the First Party on a temporary basis 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].

2. The Second Party shall be entitled to a lump sum monthly salary of [insert the salary in numbers] Dhs [insert the salary in words] Dirhams only.

#### Article (4): Leave

The second party is entitled to the following types of leaves:

- 1. Mourning leave as stipulated in Dubai Government Human Resources Management Law No. (8) of 2018,
- 2. Sick leave not exceeding 5 working days under a medical report issued by an accredited official medical authority.
- 3. Leave without pay at the rate of one working day for each month of the employment contract, the duration of the leave without pay shall be counted within the duration of the contract.



#### Article (5) Official Working Days and Hours

- A. The official weekly working days and hours for the Second Party are from [insert day] to [insert day] and from [insert time] to [insert time] for an aggregate of [insert total number of weekly working hours] hours per week. [insert days off] are the weekly rest days.
- B. The First Party may alter the working days or hours of the Second Party depending on work requirements. However, the total number of working hours shall not exceed forty-five (45) hours per week.

#### **Article 6: Health insurance**

The First Party shall issue health insurance for the Second Party in accordance with Law No. (11) of 2013 on health insurance in the Emirate of Dubai.

#### **Article (7): 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 duties and responsibilities that may be assigned by the First Party in the future;
- 2. Comply with all 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;
- 6. Avoid any conflict of interest between his/her private activities and the interests and operations of the Government of Dubai, 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 competent 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 colleagues within his/her organizational unit and transfer to them all 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 records, documents, 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 (8): Contract Termination and Resignation**

- A. The First Party may terminate this Contract at any time during its term provided that the Second Party is given a written notice of termination of no less than ten (10) business days, and that the termination does not conflict with public interest and is reasoned.
- B. The Second Party shall have the right to resign from his/her job, provided that the First Party is given a written notice of the resignation of no less than five (5) business days.

#### **Article (9): Intellectual Property**

Intellectual property rights and copyrights that arise from performing this Contract by the Second Party 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 (10): General Provisions**

- A. 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 provided that the Second Party is paid a salary which is not less than the salary provided for in this Contract. Signature by the Second Party of this Contract shall be deemed acceptance of this term.
- 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 salary any amounts the Second Party owes to the First Party as a result of error or any other deductible amounts, in accordance with the Government Dubai Human Resources Management Law No. (8) of 2018 and the legislations issued thereunder or with any regulations issued thereunder. Such deductions may be made in monthly installments which must not exceed twenty-five percent (25%) of the monthly salary.
- D. The Second Party shall be subject to disciplinary actions stipulated in the Government of Dubai Human Resources Management Law No. (8) of 2018 and the legislations issued thereunder.

#### Article (11): Application of the Human Resources Management Law

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

#### **Article (12): Signing of the Contract**

This Contract has been made in two original copies with a copy given 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 safety and security of electronic communication means and tools and not to use them for any 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 for 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 the required legal action in accordance with the legislation in force in the United Arab Emirates.

Employee	Signature:
Date:	