

Annex: Employment Contract Template for Remote Work from Outside the State

Clause (1)

Basic Information

On _____, corresponding to __/__/__, this Contract was concluded between:

Federal Authority / Authority:

Represented by: in his/her capacity as

Hereinafter referred to as the First Party,

And

The Employee/

Nationality:

Passport No.:

ID No.:

Age (must not be less than 23 years):

Marital Status:

Country of Residence outside the State:

Address outside the State:

Region:

Telephone No.:

Mobile Phone No.:

Email Address:

Hereinafter referred to as the Second Party.

Pursuant to the appointment decision issued by the competent authority of the First Party under No. (.....) of (.....), dated __/__/__;

And whereas the Second Party has completed the procedures required for his/her appointment in accordance with the Remote Work System from Outside the State and the applicable legislation;

The Parties have agreed as follows:

Clause (2)

Preamble

The foregoing preamble, and any documents or annexes submitted by the Second Party and required as a condition for appointment shall constitute an integral part of this Contract. If the validity thereof is not established, this Contract shall be deemed null and void. This Contract, upon its execution, shall constitute the final and approved document agreed upon with the employee and shall supersede any prior agreement.

Clause (3)

Appointment, Salary, and Position

The First Party has agreed to appoint the Second Party to work therewith in accordance with the approved Remote Work System from Outside the State, in the position of: In Sector: / Department:, subject to the provisions of this Contract, and in accordance with the following details:

Employment Type: Full-time / Part-time

Position:

Grade:

Basic Salary:

Supplementary Allowance:

Type of Benefits (None / Experts and
Consultants Benefits / Special Benefits)

Total Gross Salary in UAE Dirhams:

(including the basic salary, special allowance, and benefits, if any, and equivalent to (60%) of the total gross salary of the job grade whose duties are performed, in accordance with the grades and salaries scale, the Experts and Consultants Benefits Table, or the Special Benefits approved by the federal authority)

Clause (4)

Term of the Contract

Subject to Clause Five below, this Contract shall be valid for a period of one Gregorian year commencing on 00/00/0000 and ending on 00/00/0000, renewable in accordance with the approved system upon the mutual consent of both Parties.

Clause (5)

Leaves

1. The Second Party contracted from outside the State shall be entitled to the following leaves:
 - a. Annual leave of twenty (20) working days per year.
 - b. Paid sick leave, subject to a medical report certified by an official authority in the State of residence, with full pay for five (5) working days; any period exceeding this shall be unpaid.
 - c. The employee shall not be entitled to carry forward any unused balance of annual leave to the following year.
2. Annual leave schedules for employees within the educational and academic cadres at higher education institutions, the Ministry of Higher Education, and the Ministry of Education shall be determined by each authority within the limits of its competence.
3. The Second Party who works remotely from outside the State under a part-time arrangement shall not be entitled to any type of leave.

Clause (6)

Promotions

The provisions relating to job promotions and exceptional promotions stipulated in the human resources legislation approved by the First Party shall apply only to the non-national Second Party.

Clause (7)

Working Hours and Official Holidays

1. The Second Party shall adhere to the working schedule specified below, which shall be consistent with the number of official working hours approved by the First Party.
2. The Second Party shall attend virtual meetings scheduled by the First Party at their designated times, at any time as required.
3. The official working hours shall be as follows: (The federal entity shall determine the official working hours in accordance with the requirements of its work interest and in a manner consistent with the approved official working hours.)
4. The Second Party shall adhere to the official public holidays and weekend holidays adopted in the State, and not those adopted in the country of nationality or the country of residence.

Clause (8)

Grounds for Termination of Service

The service of the Second Party shall terminate by a decision of the Head of the federal authority based on one of the following grounds:

1. Death.
2. Resignation, provided that the First Party is notified with a notice period, which shall be thirty (30) days.

3. Non-renewal of the contract by the First Party or its termination prior to expiry at any time without stating reasons, provided that the employee is given five (5) working days prior notice.
4. Absence from work for three (3) consecutive working days or five (5) non-consecutive working days during the contractual period.
5. Dismissal from service for disciplinary reasons.

Clause (9)

Obligations of the Second Party

The Second Party shall be obligated to:

1. Perform job duties in accordance with the applicable legislation and work requirements.
2. Comply with the number of official working hours approved by the First Party.
3. Personally perform the assigned job duties without subcontracting them to any other person.
4. Refrain from working for any other authority inside or outside the State throughout the term of the Contract, except where the employment is under a part-time arrangement, in which case working for a maximum of two federal authorities shall be permitted.
5. Attend virtual meetings scheduled by the federal authority at their designated times.
6. Preserve the security and confidentiality of the data and information related to the First Party to which they may have access, throughout the term of the Contract and after its termination.
7. Comply with the provisions of the Professional Code of Conduct, the Information Security System, and the regulation governing the use of social media approved for employees of the Federal Government.
8. Comply with all legislation approved by the employer.
9. Refrain from committing any prohibited acts stipulated in any of the legislation in force in the State.
10. Accept the performance of the duties and responsibilities assigned thereto in accordance with this Contract, the Remote Work System from Outside the State, and any related legislation.

11. Comply with any request to report to the State at the times specified by the First Party.
12. Provide the employer with his/her personal bank account number held with a bank operating in the country of residence outside the state, whereby transfers shall be effected at the UAE dirham exchange rate.
13. Sign a non-subcontracting agreement.

Clause (10)

Documents and Records

Upon the termination of the Second Party service for any reason, he/she shall return to the First Party all property, devices, documents, correspondence, reports, drawings, plans, files, and similar items owned by the First Party. The Second Party shall not retain or use any originals or copies thereof, and shall deliver them to the First Party, whether in paper, electronic, or any other form.

Clause (11)

Amendment of the Contract

The First Party shall have the right to amend, cancel, or delete any clause of this Contract in accordance with the requirements of its work interest

Clause (12)

Termination of the Contract

The First Party may, in accordance with the requirements of its work interest, terminate this Contract during its term or prior to its expiry, without stating reasons, provided that the Second Party is granted a notice period or payment in lieu thereof not exceeding five (5) working days.

Clause (13)

Deduction of Financial Entitlements

The First Party shall have the right to deduct any amounts from the Second Party's entitlements in accordance with the provisions of the applicable legislation in force in the State, for the settlement of any debts or obligations owed by the Second Party to the First Party.

Clause (14)

Taxes

The Second Party shall bear, at his/her own expense, any taxes, fees, expenses, or costs imposed by the country of nationality or the country of residence on any financial entitlements transferred thereto.

Clause (15)

Litigation

The Second Party acknowledges that the legislation in force in the State shall govern this Contract, and that the federal courts of the United Arab Emirates shall have jurisdiction to hear all disputes arising from the execution thereof.

Clause (16)

Allowances, Bonuses, and Benefits

The Second Party shall not be entitled to any allowances, bonuses, or other benefits (such as travel ticket allowance, children's education allowance, in-kind housing, or health insurance), nor to an end-of-service gratuity for the period of his/her service with the First Party.

Clause (17)

Copies of the Contract

This Contract is drawn up in two original copies in the Arabic and English languages, one copy to be retained by each Party for implementation purposes. In the event of any discrepancy, the Arabic version shall prevail.

First Party

Second Party