

AGREEMENT BETWEEN
HIS MAJESTY'S GOVERNMENT OF NEPAL

AND
THE GOVERNMENT OF THE STATE OF QATAR CONCERNING NEPALESE
MANPOWER EMPLOYMENT IN THE STATE OF QATAR

Desirous of strengthening the already existing friendship ties and cooperation between the His Majesty's Government of Nepal and the Government of the State of Qatar,

And in order to organize Nepalese manpower employment in the State of Qatar, the Governments of the two countries agreed as follows:-

Article (1)

The Ministry of Civil Service Affairs and Housing "MOCSA and H" of the State of Qatar and the Ministry of Labour and Transport Management "MOLTM" of His Majesty's Government of Nepal "HMG/N" shall lay down necessary rules and regulations for the implementation of the provisions of this Agreement.

Article (2)

Recruitment of manpower from the Kingdom of Nepal and its entry and employment in the State of Qatar shall be regulated in accordance with the relevant laws and procedures of the two countries.

Article (3)

1. The Ministry of Civil Service Affairs and Housing in the State of Qatar shall present to the Ministry of Labour and Transport Management, His Majesty's Government of Nepal the recruitment offers from employers in the State of Qatar for employment of Nepalese manpower. The Ministry of Labour and Transport Management, His Majesty's Government of Nepal shall endeavour to meet such applications **w i t h i n i t s a v a i l a b l e m e a n s a n d r e s o u r c e s .**
2. If an employer in the State of Qatar wishes to recruit and employ manpower of special qualifications, he shall specify these in his application to the Ministry of Civil Service Affairs and Housing in the State of Qatar.
3. The Qatari employer may, either by himself or by authorising a representative from among his staff/ or through a recruitment office licensed to so by the Ministry of Civil Service Affairs and Housing, follow up and complete all the procedures required to select the workers and their travel from the **K i n g d o m o f N e p a l t o t h e S t a t e o f Q a t a r .**

Article (4)

Recruitment offers must state the required qualifications, experiences, and specializations. It must also include the duration of contract, the conditions of employment, especially the salary, end of service gratuity, probationary period, work conditions and the facilities regarding transport and accommodation, as well as all information which may enable the workers to decide on signing employment contract.

Article (5)

The Ministry of Labour and Transport Management, His Majesty's Government of Nepal shall take necessary measures to facilitate the procedures of medical tests, acquiring passports or travel permits for workers desiring to work in the State of Qatar and shall provide them with adequate information on conditions of employment, cost and standard of living in Qatar.

Article (6)

- 1) The employer shall bear all travel expenses of the workers from the Kingdom of Nepal to the place of work in the State of Qatar upon entering the service for the first time as well as the expenses of the return passage. The employer shall also bear the round-trip travel costs of the second party on leave periods as provided for in the employment contract. These expenses shall not cover costs of acquiring a passport of payment against any guarantees.
- 2) The employer shall be exempted from paying the return passage of the worker in the following two cases:
 - I- In case of resignation before the expiration of the contract
 - II- In the event he commits a breach resulting in his dismissal from work without notice and without end of service gratuity in accordance with the provision of the Qatari Labour Law.

Article (7)

1. The terms and conditions of employment of Nepalese workers in the State of Qatar shall be defined in individual employment contract between the employer and the worker as in the appended model. The contract shall specify the basic employment conditions, and the rights and obligations of both parties, provided they do not contradict with those stipulated in the provisions of this agreement and the Qatari Labour Law.
2. The employment contract shall be in four (4) original copies in both Arabic, Nepali and English languages. One copy shall be kept by the employer and one copy shall be given to the worker. The third copy shall be filed at the Ministry of Civil Service Affairs and Housing in the State of Qatar, and the fourth copy at the Ministry of Labour and Transport Management of His Majesty's Government of Nepal.

Article (8)

The individual employment contract shall also provide in detail the employer's obligations regarding the worker's accommodation, the kind of this accommodation or paying accommodation allowances to the workers, and medical treatment.

Article (9)

The Arabic text of the employment contract shall prevail and will be the one recognized by the Ministry of Civil Service Affairs and Housing and the competent courts in the State of Qatar. The employer is not allowed to introduce any changes in the provisions of the employment contract unless it gives more benefit to the worker, subject to the approval of the Ministry of Civil Service Affairs and Housing of the State of Qatar.

Article (10)

Employment contracts concluded in Qatar shall be authenticated by the Ministry of Civil Service Affairs and Housing and the Embassy of the Kingdom of Nepal in Doha. Contracts concluded in the

Kingdom Nepal shall be authenticated by the Ministry of Labour and Transport Management and the Embassy or Consulate of the State of Qatar in the Kingdom of Nepal.

Article (11)

The competent body within the Ministry of Civil Service Affairs and Housing in the State of Qatar shall monitor the implementation of this agreement.

In the event of any dispute between the employer and the worker arising from the employment contract, the complain (claim) shall be submitted to the concerned body within the Ministry of Civil Service Affairs and Housing for amicable settlement. In the event this amicable settlement fails, the dispute shall be referred to the competent judicial authorities in the State of Qatar.

Article (12)

The employment contract expires at the date of expiry of its duration without the need for a prior notice. If however, the employer desires the continuation of the contract, he shall notify the worker in writing expressing his desire to renew the employment contract at least thirty (30) days before the expiry date of the contract.

Article (13)

The worker is entitled to remit his salary savings to the Kingdom of Nepal in accordance with the financial regulations of the State of Qatar.

Article (14)

The parties hereto shall form a Joint Committee comprised of not more than three (3) representatives from each side to undertake the following:

1. Coordination between the two Governments in connection with the implementation of this Agreement and to take the necessary actions in this regard.
2. Interpretation of the provisions of this Agreement in the event of any difference related thereto; and settle any difficulty which may arise from its implementation.
3. Submission of recommendations for review or amendment of all, or in any of the articles of this Agreement, or part thereof, whenever it is necessary, and the Joint Committee shall meet once every two years, or as may be necessary, at a time and place may be agreed upon. The Committee should set up its working procedures.

Article (15)

The provisions of this Agreement may be amended by mutual consent of the government.

Article (16)

This Agreement enters into force from the date the two countries exchange the instruments of ratification, and shall remain valid for a period of four years and thereafter renewed automatically for other subsequent periods, unless either party notifies the other party in writing about its desire for termination at least (6) months prior to its expiry date.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments have hereunto signed and sealed this Agreement.

Done at Doha on 11/2/1426 A.H. corresponding to 21\3\2005 in the Arabic, Nepali and English languages, both being equally authentic. In case of divergence, the English text shall prevail.

For His Majesty's
Government of Nepal

For the Government of
the State of Qatar