

United Arab Emirates



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF NEPAL
AND
THE GOVERNMENT OF THE UNITED ARAB
EMIRATES
IN THE RECRUITMENT, EMPLOYMENT AND
REPATRIATION OF WORKERS



MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE GOVERNMENT OF NEPAL AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES IN THE RECRUITMENT, EMPLOYMENT AND REPATRIATION OF WORKERS

The Government of Nepal (hereinafter referred to as "the First Party" and the Government of the United Arab Emirates (hereinafter referred to as "the Second Party"): Bearing in mind the friendly and cooperative relations that exist between the two countries and their peoples;

The First Party and the Second Party (hereinafter referred to as "the Parties") desiring to enhance the existing friendly relations between them through labour cooperation to promote mutual benefits as outlined in this Memorandum of Understanding (MOU) which is intended to guide the development of an institutional partnership between the Parties with a focus on practical outcomes from an improved administration of the employment cycle of Nepali workers in the United Arab Emirates .;

Recognizing the mutual benefits to both countries from close cooperation in the recruitment, employment and repatriation of workers; and

Pursuant to the prevailing laws and regulations in the respective Parties;

Have agreed as follows:

Article 1

GENERAL PROVISIONS

For the purposes of this MOU:

- a) **"Employment"** means engagement of a person under mutually agreed terms and conditions to undertake specified functions for a specified period;
- b) **"Employer"** means a company or an individual in the United Arab Emirates that seeks the service of the Nepali Worker;



- c) **“Worker”** means a citizen of Nepal who is in the process of entering into or has entered into a contract to work in the United Arab Emirates for a specified period of time as stipulated in the Employment Contract
- d) **“Employment Contract”** means the Contract of Employment agreed between the Employer and the Worker, the format of which is annexed as **Annex A** to this MOU.
- e) **“Nepali Recruitment Agency”** or **“NRA”** means a Nepali recruitment agency licensed by the Government of Nepal under the Foreign Employment Act, 2007 of Nepal for the purpose of recruiting Nepali Worker to work abroad;
- f) **“United Arab Emirates Recruitment Agency”** or **“URA”** means a legally registered agency based in the United Arab Emirates, responsible to undertake the business of managing employment of the Nepali Worker as per the United Arab Emirates laws on foreign labour recruitment;

Article 2

AREAS OF COOPERATION

The Parties shall:

1. Establish a framework for the recruitment, employment and repatriation of the Worker and protection of the rights of both the Worker and the Employer;
2. Regulate the recruitment, employment and repatriation of the Worker in accordance with the principles of transparency, ethical recruitment, fairness and mutual benefits;
3. Control and regulate costs related to the recruitment and employment of the Worker and take effective legal measures against violations thereof;
4. Exchange updated information on the status and standing of recruitment agencies operating in either jurisdiction;
5. Cooperate to address issues of irregular and/or illegal recruitment of Workers;



6. Cooperate to strengthen the enforcement of the Parties' respective regulations to combat trafficking in persons and forced labour;
7. Cooperate to implement this MOU and endeavor to amicably resolve any issue that may arise during implementation and enforcement of this MOU;
8. Cooperate on other areas of relevant technical and human resource development as agreed by the Parties by using information technology, exchanging information and continuing studies in the area of labour; and
9. Undertake joint collaborative programs and activities, including pre-departure and post-arrival orientation, and consult on the public outreach efforts of such programs in either Party to maximize their mutual benefits.

Article 3

EMPLOYMENT CONTRACT

1. The Employer shall recruit the Worker through an authorized United Arab Emirates Recruitment Agency licensed by the Government of the United Arab Emirates, to recruit the Worker in Nepal through the Nepali Recruitment Agency which is licensed by the Government of Nepal, or through a direct recruitment cycle. The Employer is also responsible for obtaining the approval of the relevant authorities in the United Arab Emirates for that purpose.
2. The terms and conditions of employment of the Nepali Worker in the United Arab Emirates shall be defined by an Employment Contract between the Worker and the Employer. The Employment Contract shall specify the basic employment conditions, and the rights and obligations of the Employer and Worker in accordance with the laws and regulations in force in the United Arab Emirates. An employment offer, containing all provisions of the Employment Contract shall be signed by both the Worker and the Employer and filed with the Second Party prior to the worker's departure from Nepal. The signed offer, unchanged and unaltered, is retrieved by the Second Party upon the arrival of the worker in the United Arab Emirates, and signed into an employment contract. It shall be written



in the Arabic, Nepali and English languages, all being equally authentic, and in the event of divergence, the Arabic text shall prevail.

3. The Employment Contract is limited to its duration. In case the Employer and the Worker mutually desire the continuation of the contract, the Employer shall take the required measures to register the contract and renew the worker's work permit.
4. The worker is eligible to seek and obtain alternative employment when it is duly established that the Employer has failed to meet contractual or legal obligations to the Worker due to any reason including closure or winding up of business or if the worker is subjected to violation of any of his/her rights under UAE laws, without prejudice to the right of the worker to collect his/her dues from the employer and/ or seek judicial redress. In such events, the Worker shall also have the right to return back to Nepal if he/she so desires. In such case, the Employer shall bear all associated costs.
5. Any amendments to the terms and conditions of the Employment Contract that are introduced by the Second Party in favor of the Worker shall be implemented without prejudice to the rights of either Worker or Employer as provided for in the contract in force at the time of commencement of the amendments.

Article 4

RESPONSIBILITIES OF THE FIRST PARTY

The First Party shall:

1. Ensure that the recruitment and preparation for deployment of the Worker to the United Arab Emirates will be in accordance with the existing laws, procedures, guidelines and regulations of Nepal.
2. Ensure that the Worker to be deployed has necessary qualifications, and is physically and mentally fit to perform the work for which he/she is being employed as per the terms and conditions determined by the Government of United Arab Emirates.



3. Ensure that, prior to his/her departure from Nepal, the Worker to be deployed to the United Arab Emirates is in possession of an employment offer duly signed by both the Worker and the Employer, verified by the First Party.
4. Ensure that the Worker is provided with proper briefing/orientation prior to their departure on relevant laws, regulations, policies, procedures, norms, cultures and practices in the United Arab Emirates.
5. Ensure that Worker employed in the United Arab Emirates shall be recruited based on the stated needs of the Employer and take all necessary measures that extend legal protection to the departing Worker in accordance with its laws and regulations.
6. Within its jurisdictions, the First Party will ensure that the Worker does not have to pay any recruitment related costs and fees.

Article 5

RESPONSIBILITIES OF THE SECOND PARTY

The Second Party shall:

1. Ensure that the entry and employment in the United Arab Emirates of the Worker governed by this MOU, shall be in accordance with the relevant United Arab Emirates laws, procedures, guidelines and regulations;
2. Ensure the enforcement and implementation of the duly authenticated Employment Contract;
3. Uphold the rights of the Worker in the United Arab Emirates pursuant to its laws and ensure that the worker is not subjected to unlawful discrimination. Ensure the Worker receives fair and equal treatment compared to other foreign workers in the United Arab Emirates on matters including wage protection, working conditions, grievance handling and access to justice.



4. Ensure that the employment offer shall indicate the job specifications, required qualifications, types of jobs for which recruitment is proposed as well as the terms and conditions of employment offered including wages, non-wage benefits, accommodation and transportation when applicable, end-of-service entitlement, and any other details required by the Second Party. All these details must be reflected unaltered in the Employment Contract.
5. Ensure the safety, security and welfare of the Worker, with due regard to the special characteristics of the female Worker;
6. Ensure extensive and close oversight over the application of the existing wage protection systems to monitor timely payment of wages and other benefits;
7. Ensure that the Worker shall have the right to remit their incomes through official channels at their discretion, in accordance with and subject to financial and other relevant regulations of the United Arab Emirates;
8. Ensure that the Worker is not subject to any form of unlawful treatment and is free to communicate with any third party;
9. Ensure that the Worker is able to exercise his/her right to maintain possession of his/her personal identification documents.
10. In case of a complaint filed by a Nepali worker or communicated through diplomatic channel, the Second Party should ensure that effective monitoring and inspection measures to be taken in order to resolve the issue.
11. Facilitate the expeditious repatriation of the remains of the Worker who is deceased in the United Arab Emirates at the cost of the Employer, along with the timely settlement of salary, allowances, compensation and other benefits; and
12. Ensure that in case of an accident, the Employer shall immediately report the incident to the concerned authority to act to empower the worker to receive insurance benefits.
13. Within its jurisdictions, the Second Party will ensure that the Worker does not have to pay any recruitment related costs and fees. Employers will bear all the costs related to recruitment, employment and the residency of Nepali Worker in the United Arab Emirates including but not limited to recruitment agency fees, air



ticket costs, insurance fees, visa fees, medical examination fees and all other recruitment related costs and fees.

Article 6

DISPUTE RESOLUTION

In case of dispute between the Employer and the Worker, a complaint shall be filed with the competent department of the United Arab Emirates Ministry of Human Resources and Emiratisation to endeavor for an amicable settlement.

If no amicable settlement is reached within two weeks, the complaint shall be referred to the competent judicial authorities for settlement. The Second Party shall ensure access to Labour Court for the Worker without any cost until the case is resolved. When the case is in the Court, the Worker is entitled to apply for a temporary work permit in accordance with the relevant Laws of the Second Party.

Article 7

JOINT COMMITTEE

The Parties shall form a Joint Committee comprising of at least three officials from the relevant authorities of each Party with the following responsibilities:

- a) Coordinate between the Parties for taking necessary measures for effective implementation and monitoring of the MOU;
- b) Recommend amendments to the MOU as needed;
- c) Agree on the recruitment process and itemize and identify all the costs associated with the recruitment and employment of the Nepali Workers in the United Arab Emirates.
- d) Make necessary recommendations to resolve dispute arising from the interpretation and implementation of the provisions of this MOU as needed.



Article 8

EFFECTIVENESS, VALIDITY, AMENDMENT AND SUSPENSION

1. This MOU shall enter into force on the date of signing by the Parties. It shall remain effective for a period of four years and automatically renewed for a similar period unless either Party decides to terminate the MOU which shall be communicated through diplomatic channels three months in advance.
2. The Parties may agree to amend this MOU after due consultation.
3. The Parties may opt to suspend the implementation of this MOU, in whole or in part, for reasons of national security, public order or public health, by duly notifying the other Party through diplomatic channels.
4. Any dispute between the Parties arising out of the interpretation or implementation of this MOU shall be settled amicably by consultations or negotiations through diplomatic channels.
5. Upon signing of this MOU, it will officially replace the "Memorandum of Understanding between the Government of Nepal and the Government of United Arab Emirates in the Field of Manpower" signed on 3 July 2007.

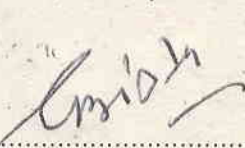
Signed in Geneva on the 14th June of the year 2019 in three original copies in Nepali, Arabic and English language, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

On behalf of the Government of
the United Arab Emirates


.....
(NASSER THANI AL HAMLII)

Minister of Human Resources and
Emiratization

On behalf of the Government of Nepal


.....
(GOKARNA BISTA)

Minister of Labour, Employment and Social
Security



ANNEX A

عقد عمل مُحدد المدة
Limited Term Employment Contract

رقم العقد :

Contract No. :

إنه في يوم.....الموافق.....في دولة الإمارات..... بين كلٍ من :

It is on corresponding to..... in UAE, this Contract has
been made by and between:

1 - منشأة (الأسم) :

1- (Name of the Establishment)

رقم المنشأة :

Establishment No.:

الشكل القانوني :

Legal Form:

العنوان / الإمارة المنطقة الشارع

Address: Emirate:

District:

Street:

الهاتف الأرضي :

Land Line:

الهاتف المحمول :

Mobile:

صندوق البريد :

P.O. Box No.:

البريد الإلكتروني :

E-mail:

الفاكس :

Fax:



وبمثلها

Represented by

: الاسم

Name:

: رقم الجواز

Passport No.:

: الجنسية

Nationality:

: الصفة

Title:

العنوان / الإمارة المنطقة الشارع

Address: Emirate:

District:

Street:

: الهاتف الأرضي

Telephone:

: الهاتف المحمول

Mobile:

: صندوق البريد

P.O. Box No.:

: البريد الإلكتروني

E-mail:

: الفاكس

Fax:

ويُشار إلى ما ذكر في هذا البند (بالطرف الأول) في عقد العمل ومُلحقه .

Hereinafter referred to as (The First Party) in this Employment Contract and
the Annex thereof,

2 - السيد / السيدة

2- Mr./ Ms.

- الاسم :

- Name:



- الجنسية :

- Nationality:

- رقم جواز السفر :

- Passport No.:

- ويُشار إلى ما ذكر في هذا البند بالطرف الثاني أو العامل / أو العاملة في عقد العمل وملحقه .

Hereinafter referred to as (The Second Party/ Worker) in this Employment Contract and the Annex thereof.

ويُشار إلى ما ذكر في هذين البندين (1 و2) معاً (بالطرفين / أو الطرفين) في عقد العمل وملحقه .

Both the First Party and the Second Party are hereinafter referred to as (The Parties/ Both Parties) in this Employment Contract and the Annex thereof.

تمهيد:

حيث أبدى الطرف الأول رغبته في التعاقد مع الطرف الثاني لتشغيله في العمل المحدد أدناه ، لذلك وقّع الطرفان سابقاً عرض العمل رقم (....) لسنة (.....) وبعد أن أقر كل منهما بأهليته للتعاقد وبأن هذا التمهيد ، وعرض العمل السابق توقيعه منهما وملحقه ، جزء لا يتجزأ من هذا العقد وملحقه ، لذلك اتفق الطرفان على الآتي :

Preamble:

Whereas the First Party expressed the desire to contract with the Second Party to be employed in the below-mentioned job; therefore, both Parties have previously signed the Job Offer No. (....) of the year (.....), after both Parties have acknowledged their legal capacity to enter into this Contract and that this preamble, the Job Offer previously signed by the same and the Annex hereof shall be an integral part of this Contract. Now therefore, both Parties have agreed to enter into this Contract as per the following terms:



البند (الأول)

يلتزم الطرف الثاني بأن يعمل لدى الطرف الأول بوظيفة / أو بمهنة ، بدولة الامارات / إمارة :

First Article

The Second Party shall work for the First Party in the job/profession of within the UAE, (Emirate Name:.....).

البند (الثاني)

تكون مدة هذا العقد عامين تبدأ من تاريخ دخول الدولة في أو من تاريخ تعديل الوضع في ... وتنتهي مدة هذا العقد في

Second Article

The term for this Contract shall be two years commencing from the date of entering the country on, or from the date of Status Amendment in and ending on

البند (الثالث)

يعمل / (أو لا يعمل) الطرف الثاني لدى الطرف الأول تحت التجربة ، وتكون مدة هذه التجربة (1...2...3...4... 5... 6 شهر)

Third Article

The Second Party may/(or may not) work under a probation period of (1/2/3/4/5/6 month/s) to the First Party.

البند (الرابع)

في حال رغبة الطرفين في تجديد هذا العقد ، يلتزمان بتوقيع نموذج تجديد عقد مُحدد المدة ، ويتم ذلك قبل تاريخ انتهاء هذا العقد ، ولا يبدأ الطرفان العمل بالعقد المُجدد إلا بعد أن يكون لدى كل منهما نسخة معتمدة من العقد الجديد بعد اعتمادها من الوزارة ، ويتعين أن لا يكون هناك فاصل زمني بين تاريخ انتهاء هذا العقد وبداية العمل بالعقد المُجدد .



Fourth Article

In the event that both Parties desire to renew this Contract, they shall sign a Limited Term Employment Contract Renewal Form prior to the expiration date of this Contract. The Parties shall not initiate work under the renewed Contract unless each Party has a copy thereof approved by MOL. There shall not be a gap in time between the expiration date of this Contract and commencement date of the renewed contract.

(البند الخامس)

تكون الراحة الأسبوعية للطرف الثاني لمدة يوم واحد / (أو يومين) ، ويلتزم الطرف الأول بتحديد هذه الأيام وإعلام الطرف الثاني بها من تاريخ بدء علاقة العمل .

Fifth Article

The Second Party's weekly rest shall be one/two day(s). The First Party shall determine such day(s) and inform the Second Party thereof at the commencement date of the employment relationship.

(البند السادس)

اتفق الطرفان على أن يعمل الطرف الثاني لدى الطرف الأول مقابل : أجر شهري مقداره.... / أو أجر يومي مقداره / أو أجر بالعمولة (بنسبة% من قيمة الأرباح / أو المبيعات.....) أو أجر بالساعة (بقيمة درهم اماراتي لكل ساعة) أو أجر بالقطعة (بقيمة درهم اماراتي لكل وحدة) ويشمل هذا الأجر الآتي:

1. الأجر الاساسي ومقداره.....
2. العلاوات : مثل العلاوة الاجتماعية (إلخ من أية علاوات أخرى)
3. البدلات وتشمل هذه البدلات على سبيل المثال الآتي :
- بدل سكن أو توفير سكن



- بدل انتقال أو توفير مواصلات / سيارة
 - بدل طبيعة عمل
 - بدل تذكرة سفر له / وللأسرة
 - بدل غلاء معيشة.....
 - بدل هاتف
 - بدل نقل أمتعة.....
 - بدل تدريس أبناء.....
 - بدل نادي صحي.....
 - بدل مهام خارج الدولة.....
 - بدل تغذية.....
 - أية بدلات أخرى
- ويكون التزام الطرف الأول بسداد الأجر ، وقيام الطرف الثاني باستلام هذا الأجر ، طبقاً للنظم القانونية التي تقرها الوزارة .

Sixth Article

Both Parties agree that the Second Party shall work for the First Party in return for a monthly wage of/a daily wage of...../a commission-based wage (at% of profits/sales)/an hourly wage of AED per hour / a piecework-paid wage AED per piece.
Such wage shall include:

- 1- The Basic Salary at an amount of
- 2- Bonuses: (Social Bonus) at an amount of
- 3- Allowances:

These allowances should include without limitation:

- Housing Allowance: (or provision of accommodation)
- Transport Allowance: (or provision of transport/vehicle)
- Nature of Work Allowance:
- Travel Allowance for Worker/its Family: ...



- Cost-of-Living Allowance:
- Telephone Allowance:
- Baggage Allowance:
- Children Education Allowance:
- Health Club Allowance:
- Out-of-State Tasks Allowance:
- Food Allowance:
- Other Allowances:
- The First Party shall pay the wage and the Second Party shall receive the wage according to the regulations determined by MOL.

البند (السابع)

علاقة العمل ، التي ينظمها هذا العقد ، علاقة تعاقدية رضائية ، ولا يلزم أي طرف من الطرفين باستمرار تعاقد مع الطرف الآخر بغير إرادته ، على أن يتحمل الطرف الذي أنهى العلاقة بإرادته المنفردة كافة التبعات القانونية المترتبة على ذلك وفقاً لما هو مَّحدد بمُلحق هذا العقد ووفقاً لأية أنظمة قانونية أخرى سارية بالوزارة . وتنتهي علاقة العمل بين الطرفين إذا توافرت حالة من الحالات المنصوص عليها في البند (2) من بنود مُلحق هذا العقد .

Seventh Article

The labour relationship, governed by this Contract, shall be a contractual, consensual relationship. Neither Party shall be obliged to continue such contractual labour relationship with the other Party without its consent, provided that the Party terminating the Contract at its sole discretion shall bear all legal consequences resulting therefrom as stipulated in the Annex enclosed herewith and according to any MOL Applicable Laws. The labour relationship between both Parties shall end if any of the events set forth in Article (2) of the Annex enclosed herewith occurs.



البند (الثامن)

يقر الطرف الأول بأنه أطلع الطرف الثاني تفصيلاً على كافة البنود الواردة في ملحق هذا العقد (سبعة بنود) كما يقر بأن هذا العقد وملحقه مطابق لعرض العمل وملحقه ، والذي سبق للطرف الثاني توقيعه في دولة الاستقدام أو داخل الدولة.

Eighth Article

The First Party acknowledges that it has informed the Second Party of all the articles stipulated in the Annex enclosed herewith (7 articles in total) and that this contract and the Annex hereof are consistent with the Job Offer and the Annex thereof previously signed by the Second Party in the state of recruitment or inside the UAE.

البند (التاسع)

يقر الطرف الثاني بأنه إطلع تفصيلاً على كافة البنود الواردة في ملحق هذا العقد (سبعة بنود) وعلم بكافة ما تضمنه من أحكام، كما يقر بأن هذا العقد وملحقه مطابق لعرض العمل وملحقه ، والذي سبق أن قام بتوقيعه في دولة الاستقدام أو داخل الدولة.

Ninth Article

The Second Party acknowledges that it has thoroughly reviewed all the articles stipulated in the Annex enclosed herewith (7 articles in total), is well aware of all provisions contained therein and that this Contract and the Annex hereof are consistent with the Job Offer and the Annex thereof previously signed by the Second Party in the State of recruitment or inside the UAE.



البند (العاشر)

يقرُّ الطرفان بأنَّ كافة بنود ملحق العقد جزءٌ لا يتجزأ منه ، ومُكملة له تماماً ، ويلتزمان بكل ما ورد فيها .

Tenth Article

Both Parties acknowledge that the articles stipulated in the Annex enclosed herewith constitute an integral and complementary part hereof and shall be binding on both Parties.

البند (الحادي عشر)

اتفق الطرفان على إضافة الشروط الآتية : 1-.....2-.....3-..... إلخ
ويجب - في هذه الحالة - أن لا تخالف الشروط الإضافية النظم القانونية السارية بالوزارة ، أو تخالف البنود الواردة في هذا العقد وملحقه . وفي حالة إضافة هذه الشروط تتم إحالة العقد للجهة المختصة بعلاقات العمل بالوزارة لمراجعتها قبل إقرارها .

Eleventh Article

Both Parties have agreed to add the following conditions: 1-
2-..... 3-..... etc.

In such case, the additional conditions shall not breach Applicable Laws, or the articles stipulated in this Contract or the Annex hereof. In case of adding such conditions, this Contract and the Annex hereof must be referred to the relevant labour relations authority within MOL for review and prior to approval thereof.



البند (الثاني عشر)

حُرر هذا العقد من ثلاث نسخ ، بعد أن تمّ توقيعه من الطرفين ، ويحتفظ كل منهما بنسخة ،
والنسخة الثالثة مودعة لدى الوزارة .

Twelfth Article

This Contract has been made in three counterparts duly signed by both Parties. Each Party shall receive a copy and the third one shall be kept at MOL.

توقيع الطرف الأول First Part's Signature	توقيع الطرف الثاني Second Party's Signature
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بصمة إبهام اليد
.....
للعامل من ذوي
المستوى المهاري الرابع أو الخامس
Thumb print of for the
Worker of fourth/fifth skill level