

Nepalese Domestic Service Workers (NDSWs) employment contract between employer and employee

This employment contract is executed and entered into force by and between:

A. Employer/Sponsor

Name: _____
Identity Number: _____
Passport Number: _____
Nationality: _____
Gender: _____
House No. _____
Street: _____
City: _____
District: _____
Marital Status: _____
Occupation: _____
Number of family members and their ages: _____
Residence Telephone Number (Landline): _____
Mobile Number: _____
Email Address: _____

B. Authorized Agency (Recruiting Agency) in the United Arab Emirates (UAE)

Registered No: _____
Name of Agency _____
License Number: _____
License Issuing Authority: _____
Address _____
Office Telephone Number (Landline) _____
Fax Number: _____
Email Address: _____

Name of Contact Person: _____
Designation: _____
Mobile Number of Contact Person: _____

C.Name of Domestic Service Worker:

Name: _____
Passport Number: _____ Date and Place of Issue: _____
Job Category/Post: _____
Gender: _____
Marital Status: _____
Address in Nepal: _____
Contact Number (Landline): _____ Mobile Number: _____
Email Address: _____
Visa Number issued by the (name of the authorized institution of the country of destination):

Name of Parent: _____
Name of Spouse: _____
Name and address of next of kin: _____
Contact numbers of next of kin: _____

D.Registered Recruiting Agency in Nepal:

Name of Registered Recruitment Agency: _____
Registered No: _____ License Number: _____ Address

Street: _____
District: _____ City: _____ Telephone
No.: _____ Fax No.: _____ Email Address:

Website: _____
Contact Person of the Registered Recruitment Agency
Name:: _____
Address:: _____
Position:: _____

Identity Number: _____ Telephone No.: _____
Mobile Number: _____
Email Address _____

Voluntarily binding themselves to the following terms and conditions:

1. Location of Employment:

The location of employment shall be at the residence of the Employer within the territory of UAE) and only along with the family members of the Employer during holidays, tours and voyages.

2. Contract Duration:

Two years effective from the date of departure of the worker from Nepal.

3. Monthly Salary:

The domestic service worker and the employer agree on a minimum monthly salary AED Which is in accordance with the laws and regulations prevailing in both countries. The monthly salary shall commence on the date of arrival in UAE.

4. Mode of Payment:

The employer shall open a bank account in the name of NDSW in UAE subject to the prevailing rules and regulations and the employer shall deposit the salary to the DSW's account at the end of every month . The passbook or deposit or its equivalent shall be provided to the DSW to remit his/her salary through proper banking channels.

5. Daily Rest Hours:

The domestic service worker shall be provided with continuous rest of at least 8 hours per day.

6. Weekly Day Off:

The Employer shall provide at least one (1) day off per week to DSW. The weekly day off may be any day of the week as per the mutual understanding between NDSW and the employer.

7. Transportation:

The Employer shall provide free transportation to the NDSW from her/his residential address of home country to the location of employment and back to home country upon completion of the contract and ensure the timely return of the employee. In case of termination for reasons not attributable to the worker, the employer shall bear the cost of repatriation of the worker to Nepal.

8. Preparation costs:

The employer shall bear all the preparation costs such as domestic worker training, orientation training, life insurance, health test, air ticket and required amount to deposit in foreign employment welfare fund of Nepal.

9. Accommodation:

The employer shall provide NDSW a suitable private room with attached bathroom and air conditioner, proper ventilation and sanitation.

10. Food and other logistics:

- a. The employer shall provide the DSW adequate food, water, clothing suitable for different weather conditions and other logistics.
- b. The employer shall not force the DSW to eat any food not to his/her preference or compel him/her to eat such foods as are restricted by the religion the worker practices.

11. Medical Insurance and Expenses:

The employer shall insure all medical expenses of the DSW including hospitalization expenses and medication. The employer shall allow the NDSW to rest until recovery with full payment of salary as per the UAE labour law.

12. Life Insurance:

The employer shall pay 24 hours life insurance to the NDSW against any kinds of death during the contact period.

13. Leave:

The DSW is entitled to return to Nepal to spend his/her paid vacation leave of thirty (30) days each year of service period with a round trip economy class ticket. In case of his/her desire to continue working with the employer, he/she is entitled to an additional one month salary.

14. Repatriation in the special circumstances:

The worker shall be repatriated at the employer's expense in the event of war, civil disturbance or major natural calamity, or in case the worker suffers from serious illness or work related injury that he/she is incapable of completing the contract as per proven medical report.

15. Refusal of Work:

If the NDSW runs away or refuses to work without valid causes, the employer shall promptly inform the nearest police station of the UAE. The recruitment agencies of both countries shall be responsible in having him/her replaced or in returning the accrued cost of recruitment to his/her employer.

16. Settlement of Dispute:

Any dispute between employer and NDSW shall be initially be tried for amicable settlement with the involvement of recruitment agencies of both countries, appropriate authority of UAE, and the Embassy/Consulate of Nepal. In case of failure to settle disputes amicably, the case may be referred to the Competent Authority of the UAE), for conciliation and/or resolution.

17. End of Service Benefit:

The NDSW is entitled to end of service benefit worth one month salary if he/she spent two year service with the employer.

18. Final Settlement:

If the NDSW desires to return to Nepal after the completion of the contract period, the employer shall present the bank statement to NDSW and the employer and the worker shall

then sign a final settlement. Such bank statement and proof of settlement may be submitted as evidence in Nepal and in the UAE.

19. Repatriation of Remains:

In the event of death of the NDSW during stay in UAE, the employer shall immediately inform the Embassy/Consulate of Nepal and shall repatriate the dead body, remains and personal belongings of NDSW to Nepal as soon as possible at the cost of the employer. If the repatriation is not possible due to some unavoidable circumstances, the body may be cremated in the UAE), after obtaining a prior consent of one of the next of kin of the NDSW through the Nepalese Embassy/Consulate. All the dues including pay for unused leave shall be settled with the Nepal Embassy/Consulate.

20. Special Provisions:

- a. The responsibility of informing the departure and arrival of the NDSW in UAE, shall be that of the Nepalese Recruitment Agency, in coordination with the Agency of UAE.
- b. The employer and her/his family members and the NDSW shall treat one another with respect and dignity.
- c. The employer shall ensure protection of NDSW against all forms of violence and exploitation .
- d. The DSW shall work solely for the employer and her/his household.
- e. The employer shall not employ the NDSW in any place other than the household address of the employer given above.
- f. The NDSW shall faithfully, loyally and honestly perform her/his duties without violating the legal, social, religious and cultural norms of UAE.
- g. The employer shall allow NDSW to practice her/his religious observance without disturbing the household work.
- h. The employer shall not deduct any amount from the regular salary of the NDSW. In case of deductions for lawful reasons, such deductions must be reflected in the NDSW's pay slip.
- i. The employer shall pay the cost of the NDSW's Joining and return air ticket. residence permit, exit/re-entry visa, and final exit visa, including the renewals and penalties resulting from delays.
- j. The passport and work permit of the worker shall remain in her/his possession.
- k. The NDSW shall be allowed to freely communicate with her/his family, friends and the Nepalese Embassy/Consulate in her/his personal expenses or account.
- l. The employer shall explain to the member of her/his household the provisions of this contract and ensure that these are observed smoothly.

21. Renewal of the contract:

This contract may be renewed upon the consent of the worker and her/his employer. Should

the contract be renewed, a copy of the renewed work permit shall be submitted to the Nepalese Embassy by the Employer or recruitment agency of the UAE.

22. Law:

All other terms and conditions of employment for the NDSWs shall be governed by the relevant laws of the UAE.

23. Language :

The contract shall be written in English language..

Date:- _____

(Signature of Employer)

Name: _____

UAE Recruitment Agency's Name:

(Signature of NDSW)

Name: _____

Nepalese Registered Agency's

Name: _____
