



United Arab Emirates
The Federal Authority for Government Human Resources

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

**Federal Authority for Government Human Resources
Director General**

**Circular No 43/2015 concerning Council of Ministers` Resolution No
(221/9/1/2015) approving forms of contracts for Experts and Advisors
(UAE national & Expatriates)**

The Federal Authority for Government Human Resources presents its compliments and wishing you prosperity and success.

The Council of Ministers has issued Resolution No. (221/9/1) of 2015 endorsing forms of contracts to be made with experts and advisors (UAE national & Expatriates).

The approved forms contain the general terms and conditions for making contracts with experts and advisors aiming to unify procedures relating to their recruitment and as well as to support Federal Government employees` database.

In order to enable Ministries and federal entities to make necessary arrangements for putting into effect the approved contracting forms, the Federal Authority for Government Human Resources is pleased to attach a copy of the aforementioned forms for review and action regarding contracting any expert or advisor whether a UAE national or expatriate according to rules, and observing the following:

- Contracts with such category must be made on the budgetary item assigned to experts and advisors contained in the approved budget of the federal entity without exceeding the financial limit specified therein.
- Enter details of experts and advisors in "BAYANATI" system according to the approved mechanism therein.
- Regulations and decisions issued in respect of retired military personnel who are recruited as experts and advisors shall be applicable to them in terms of financial allocations.
- Contracts currently made with experts and advisors who are already in employment shall continue to be valid until their periods are expired after which the approved forms under the Council of Ministers` Resolution

mentioned above apply. The attached approved forms shall be applicable to new contracts.

The Authority is fully prepared to provide the necessary support to ministries and federal entities in all matters related to implementation of the attached forms.

Thank you for your cooperation

Issued on: 22 October 2015

Dr. Abdulrahman Al Awar
Director General
Federal Authority for Government Human Resources

Enclosures: Copy of approved forms of contracts to be made with experts & advisors (UAE national & expatriates)

This translation of the text of Federal Law No. 11 of 2008 on human resources in the federal government and amendments thereof for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

Date: 13/09/2015

**Council of Ministers` Resolution No. (221/9 &/1) for 2015
Session No. (9)**

**His Excellency Hussain Ibrahim Al Hamadi
Minister of Education
Chairman of Federal Authority for Government Human Resources**

**Subject: Proposed Forms for contracting Experts and Advisors and
amendment of maximum financial benefits of special contracts**

Reference is made to the memorandum No. CM/16 dated 22/03/2015 concerning the above subject.

The Council of Ministers at its session held on 13/09/2015 approved the following:

1. Approve forms for appointment of experts and advisors in the Federal Government (UAE national & expatriates).
2. Amend some of the provisions of the Council of Ministers` Resolution No. 17/2011 concerning the maximum financial and in kind benefits for special contracts as shown below:

Grade	Basic Salary (UAE national)	Maximum Financial & in kind benefits	Basic salary (expatriate)	Maximum Financial & in kind benefits
Special A	34.000	100.000	-	-
Special B	25.000	76.000	-	-
1	17.300	51.000	7.475	85.000
2	15.950	48.000	6.900	60.000

3. Require ministries and federal entities to enter details of experts and advisors in "BAYANATI" system according to the approved mechanism therein.

4. Task the Secretariat General of the Council of Ministers to coordinate with the Federal Authority for Government Human Resources in preparing and finally drafting the necessary regulating decision.

The regulating decision in this respect is currently being issued.

With much respect and appreciation

Mohamed Abdullah Al Gargawi
Minister of Cabinet Affairs

Enclosures:

- Forms of contracts to be made with experts & advisors (UAE national & expatriates).

Copy to:

- His Excellency Sheikh Hamdan Bin Mubarak Al Nahyan

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government and amendments thereof for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

Contract Form for UAE national Experts & Advisors

This contract is made on () between and by:

First Party:

Ministry/Authority () as represented by () in his capacity as () hereinafter referred to as "Ministry/Authority" or the "First Party".

Second Party:

Mr. ()

Nationality () holder of passport No. () and ID No. () having his address within UAE at () and outside UAE at () working as an advisor or expert in the area of () hereinafter referred to as the "Second Party".

NOW THEREFORE the Parties hereinabove referred to have agreed as follows:

Article (1) Contract Period

This Contract commences on () and ends on () provided that the Contract period shall not exceed two years and may be extended for a similar period.

Article (2) Total Salary

- The Second party shall receive a monthly total and inclusive lump sum of AED () including all allowances, end of service gratuity and the agreed benefits.
- The second Party shall enjoy health insurance in accordance with the applicable rules in this regard.
- The Second Party shall not be entitled to any allowances, wages or financial or in kind benefits prescribed for employees under any law, regulations or decisions in force or to be issued later.

The Council of Ministers` Resolution No. 21/1999 shall be applicable to retired military personnel.

Article (3)

Duties and Prohibitions

The Second party shall comply with the duties and refrain from prohibitions contained in the Federal Decree No. 11/2008 concerning Human Resources Law in the Federal Government and executive regulations thereof, and code of ethics and professional conduct document for civil service. The Second Party shall also maintain confidentiality and not disclose any information and laws or any other regulations applicable in Federal Government.

Article (4) Leaves

The Second party shall be granted during the validity of Contract the following leaves:

1. Paid annual leave for a maximum period of twenty two (22) working days.
2. Unpaid leave for a maximum period of five (5) working days.
3. Sick leave for a maximum period of seven (7) consecutive or separate working days.
4. Compassionate leave according to the regulations contained in the rules of implementation.
5. Maternity leave (45) days.
6. Official holidays provided for in Article (100.5) of executive regulations in the federal Government.

Article (5)

Roles and Responsibilities

The Second Party shall carry out the roles and responsibilities specified by the First Party attached to this contract which are considered an integral part thereof to which amendment or addition can be made by the entity concerned provided that they will be completed according to the agreed time plan along with any other duties assigned by the entity

Article (6) Periodical Reports

The Second Party shall submit periodical reports to the relevant department on his accomplishments or those achieved under his supervision, stating any difficulties faced and recommendations and solutions to overcome the same.

Article (7)

Notice Period

The First Party may terminate the Contract before its expiry subject to giving the Second Party a one month written notice before the date specified for contract termination. The Second Party may apply for Contract termination by giving the First Party a written notice one month before the date of Contract termination specified in the application. Resignation shall be deemed accepted unless the First Party decides otherwise and notifies the Second Party of the same within fifteen (15) days of the date of submission. The Second Party must continue in his job until the lapse of the notice period. The First Party may shorten this period as the work interest may so require.

Article (8)

Reasons for Contract Termination

The reasons for service termination contained in Federal Government Human Resources Law shall be applicable to the Second Party.

Article (9)

Pension Contribution

The federal ministry or entity shall determine, upon contracting a UAE national, the amount of each allowance shown below (if applicable) provided that such allowance will be within the financial and in kind benefits entitled to the expert or advisor and not added thereto in accordance with the legislation established in this regard at the General Pension and Social Security Authority.

An amount equivalent to the basic salary for any of the grades according to the Federal Government employees' grades and salaries scale:

- Housing allowance.
- Social allowance.
- Cost of living allowance.
- Children allowance.

The Council of Ministers' Resolution No. 21/1999 shall be applicable to retired military personnel.

Article (10)

Completion of Articles of Contract

In cases not provided for therein, the Federal Government Human Resources Law and executive regulations thereof shall apply.

Article (11)
Competent Courts

The Federal Courts in UAE shall have the exclusive jurisdiction over the settlement of all disputes arising from the implementation of this Contract.

Article (12)
Language

This Contract is made in two (2) copies one copy in Arabic and the other in English. In case of discrepancies between the Arabic text and the English text the Arabic text shall prevail.

Expatriates Experts & Advisors Contract Form

This contract is made on () between and by:

First Party:

Ministry/Authority () as represented by () in his capacity as () hereinafter referred to as "Ministry/Authority" or the "First Party".

Second Party:

Mr. ()

Nationality () holder of passport No. () and ID No. () having his address within UAE at () and outside UAE at () working as an advisor or expert in the area of () hereinafter referred to as the "Second Party".

NOW THEREFORE the Parties hereinabove referred to have agreed as follows:

Article (1)
Contract Period

This Contract t starts from () and ends on () provided that the Contract period shall not exceed two years and may be extended for a similar period.

Article (2)

Total Salary

- The Second party shall receive a monthly total and inclusive lump sum of AED () including all allowances, end of service gratuity and the agreed benefits.
- The second Party shall enjoy health insurance in accordance with the applicable rules in this regard.
- The Second Party shall not be entitled to claim for any allowances, wages or financial or in kind benefits prescribed for UAE national under any law, regulations or decisions in force or to be issued later.

The Council of Ministers` Resolution No. 21/1999 shall be applicable to retired military personnel.

Article (3)

Duties and Prohibitions

The Second party shall comply with the duties and abstain from prohibitions contained in the Federal Decree No. 11/2008 concerning Human Resources in the Federal Government and the rules of implementation thereof, professional code of conduct and ethics of civil service. The Second Party must maintain confidentiality and not to disclose any information and laws or any other regulations relevant to whatsoever applicable in Federal Government.

Article (4)

Leaves

The Second party shall be eligible during the validity of Contract for the following leaves:

1. Paid annual leave for a maximum period of twenty two (22) working days.
2. Unpaid leave for a maximum period of five (5) working days.
3. Sick leave for a maximum period of seven (7) consecutive or separate working days.
4. Compassionate leave according to the regulations contained in the rules of implementation.
5. Maternity leave (45) days.

Days of official holidays for Federal Ministries and Entities provided for in Article (100.5) of the rules of implementation.

Article (5)
Roles and Responsibilities

The Second party shall carry out the roles and responsibilities specified by the First Party attached to this contract which considered to be an integral part thereof to which amendment or addition can be made by the entity of employment provided that they will be completed according to the agreed time plan along with any other duties assigned by his entity of employment.

Article (6)
Periodical Reports

The Second Party shall submit periodical reports to the relevant department on works he achieved or supervised with stating any difficulties facing achievement accompanied by recommendations and solutions necessary for overcoming the same.

Article (7)
Notice Period

The First Party shall be entitled to terminate the Contract before its expiry subject to giving the Second Party a one month written notice before the date specified for contract termination. The Second Party may apply for Contract termination provided that the First Party will be notified in writing prior to one month of the date of Contract termination specified in the application. Resignation shall be considered to be acceptable unless the First Party makes the appropriate decision thereon and notifies the Second Party of the same within fifteen (15) days of the date of submission. The Second Party must continue in his job until the lapse of the notice period. The First Party may shorten this period as the work interest may so require.

Article (8)
Reasons for Contract Termination

The reasons for service termination contained in Federal Government Human Resources Law shall be applicable to the Second Party.

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The Council of Ministers` Resolution No. 21/1999 shall be applicable to retired military personnel.

Article (9)
Completion of Articles of Contract

The Federal Government applicable Human Resources Law and the rules of implementation thereof shall be applicable to whatsoever in respect of which no provision is provided for in this contract.

Article (10)
Competent Courts

The Federal Courts in UAE shall have the exclusive jurisdiction over the settlement of all disputes arising from the implementation of this Contract.

Article (11)
Language

This Contract is made in two (2) copies one copy in Arabic and the other in English and the event of any difference the Arabic version shall prevail

Article (12)

This Regulation shall be published in the Official Gazette, and shall come into force on the date following its issuance

Mohamed Bin Rashid Al Maktoum
Prime Minister

Issued:
On 20 Muharram 1437 H
Corresponding to: 03 November 2015