



Circular (N0. 43) for 2015 on Cabinet Resolution No (221/9/1) for 2015 endorsing contract forms of experts & consultants (National and non-national)

To: all federal government ministries and entities

The Federal Authority for Government Human Resources extends its greetings wishing you all the success in your endeavors.

Pursuant to the Cabinet Resolution No (221/9w/1) for the year 2015, regarding the approval of the model form for the contracts with experts and consultants in the federal government (both nationals and non-nationals),

Whereas the approved model contract form includes the general rules and conditions for the contractual relation with experts and consultants, in addition to supporting the database of federal government employees, and in order to empower federal ministries and entities to make the required decisions in order to bring the model contract form into force, FAHR is pleased to furnish you with a copy of the model form of contracts above-mentioned for viewing and to be duly adopted when recruiting any expert or consultant, whether national or non-national . The following shall be observed:

- Contracts with this category of employees shall be pursuant to the budget article provided for the budget of the concerned federal entity with regard to experts and consultants provided that it shall not exceed the financial ceiling specified therein.
- Comply with the condition that all data pertaining to experts and consultants shall be entered into the "Bayanati" system in accordance with the adopted mechanism in this regard.
- Regulations and resolutions regarding financial benefits for retired military personnel shall apply in case such persons are recruited as experts and consultants.
- The existing contracts concluded with experts and consultants currently employed shall continue to be in force until such contracts expire, then the new approved model form of contracts shall be applied pursuant to the above-mentioned cabinet resolution. The attached approved model contract form shall be applied on those who are yet to be recruited.



The authority is pleased to provide necessary support to federal ministries and entities with regard to all issues pertaining to the application of the approved model contract form.

Thank you for your cooperation

Issued on 22 October 2015

Dr. Abdulrahman Al Awar

Director-General

The Federal Authority for Government Human Resources

Attachments: A copy of the contract form adopted for experts and consultants (both national and non-national)

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.



Expert and Consultant Contract Form for (Citizens)

On this day , corresponding to / /2015, this Contract is concluded between:

First party:

Ministry/ Authority of represented by/

In his/ her capacity as:

“Referred to hereinafter as the Ministry/ Authority or the First Party”

Second Party: Mr. /

National of: holder of passport no. () ID card no. ()

Address:

Inside the State:

Outside the State:

Working as a Consultant or Expert in the field of ()

“Referred to hereinafter as the Second Party”

Now and therefore, both above-mentioned Parties agree to the following:

Article (1)

Term of Contract

This Contract shall start as of / / 20 and end as at / / 20.

Conditionally, term of this Contract shall not exceed (2) years, and it may be renewable for similar terms.

Article (2)

Gross Salary

- Second Party shall monthly receive a gross lump sum amount of AED (), including all allowances, bonuses, end of service gratuity and other agreed upon benefits.
- Second Party shall be covered by health insurance services, according to applicable rules in such regard.

Second Party shall not be entitled to claim any allowances, wages, financial or in-kind benefits that are decided for employees under any laws, regulations or decisions, currently valid or issued later.

Cabinet Decision no. 21 of 1999 shall apply regarding military retirees.



Article (3)

Duties and Prohibitions

Second Party shall be committed to duties, refrain from prohibitions, provided for in the decree of Federal Law no. (11) of 2008 regarding human resources in Federal Government, as amended, in addition to executive regulations thereof and code of professional conduct and ethics, and maintain confidentiality and non-disclosure of any related information, laws or other regulations, applicable in Federal government.

Article (4)

Vacations

Second Party shall, during the term of this Contract, have the following vacations:

- 1- Annual leave of (22) working days paid salary, maximum.
- 2- Unpaid leave of five working days, maximum.
- 3- Sick leave of consecutive or intermittent seven working days, maximum.
- 4- Mourning leave, according to regulations, stipulated for in executive regulations.
- 5- Maternity leave of (45) days.

Official holidays for ministries and federal agencies, stipulated for in Article 100/ 5 of executive regulations.

Article (5)

Tasks and Responsibilities

Second Party shall be committed to carrying out the tasks and work, specified by First Party, attached hereto, which shall be considered an integral part hereof. Such tasks and work may be modified or added to by the Employer, provided that they are completed according to the agreed time plan, as well as any other tasks to be assigned to the Second Party by the Employer.

Article (6)

Periodic Reports

Second Party shall be committed to submitting periodic reports to the department, concerned with the tasks being achieved by him/ her or done under his/ her supervision, stating any difficulties encountering achievement, annexed with recommendations and necessary solutions to overcome them.



Article (7)

Warning Period

First Party shall have the right to terminate this Contract before the end of its term, conditionally if the Second Party is notified thereof in writing, one month prior to the date set for its termination. As well, the Second Party may request termination of the Contract, provided that the first party is notified thereof in writing, one month prior to the date set in the request for its termination.

Resignation shall be deemed accepted if the First Party does not take appropriate decision in such regard and notify the Second Party within fifteen days since the date of resignation submission. And the Second Party shall pursue his/ her job until expiration of the warning period, while the First Party may shorten this period, according to work interest.

Article (8)

Causes of Contract Termination

Causes of service termination, provided for by Human Resources Law in Federal Government, shall apply to the Second Party.

Article (9)

Retirement Subscription

Federal ministry or entity, when hiring a citizen, shall take into account the amount of each allowance set out below, in case of being received by him/ her, provided that such allowances be within the financial and in-kind privileges, granted to the Expert or Consultant, and not to be added to them, in accordance with legislations stipulated for in this regard by General Pension and Social Security Authority (gpssa).

An amount that equals basic salary for a grade on the scale of salaries and grades of Federal Government employees.

- Housing Allowance
- Social Allowance
- Cost of living allowance
- Dependency allowance

Cabinet Decision no. 21 of 1999 shall apply regarding military retirees.



Article (10)

Completion of Terms of Contract

Regarding other provisions not contained herein, Human Resources Law and executive regulations thereof, applicable by Federal Government, shall apply.

Article (11)

Jurisdiction

UAE Federal courts shall have the jurisdiction to settle all disputes, arising due to execution of this Contract.

Article (12)

Language of Contract

This Contract is written in two copies, one in Arabic and the other in English. In case of any discrepancies, the Arabic version shall prevail.

//Signature & stamp//

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.



Expert and Consultant Contract Form for (non-Citizens)

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First party:

Ministry/ Authority of represented by/

In his/ her capacity as:

“Referred to hereinafter as the Ministry/ Authority or the First Party”

Second Party: Mr. /

National of: holder of passport no. () ID card no. ()

Address:

Inside the State:

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- Second Party shall monthly receive a gross lump sum amount of AED (), including all allowances, bonuses, end of service gratuity and other agreed upon benefits.
- Second Party shall be covered by health insurance services, according to applicable rules in such regard.
- First Party shall incur accommodation fees for employees only, according to applicable regulations.

Second Party shall not be entitled to claim any allowances, wages, financial or in-kind benefits that are decided for employees under any laws, regulations or decisions, currently valid or issued later.



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