Standard Triple-Party Recruitment / Employment Contract (Male / Female Domestic Worker)

As of the following mentioned day Saturday dated 01/09/2021 the parties agreed to the following:

- 1- (Office Company) AL-DURRA FOR MANPOWER... (First Party) for domestic workers and manpower recruitment according to the Ministry of Commerce permit no. ... 2017/19, /and the Public Authority of Manpower Permit no. ..., Unified no. ..., located in Sharq Ahmad Aljaber street in Dar- Alawadhi complex company number 22462562
- 2- (Mr., Mrs., Ms.)Raiju Civil ID no. 123321 Number of family members Type of residence Home Employee / Retired (Second Party), Home address amiyon,kerala,thrissur Phone number 9995874478
- 3- (Mr., Mrs., Ms.) jobiad2 Nationality IndiaGender Male, Date of Birth 29-Mar-1975 worker Job Non Experienced Driver Holder of Passport no. 13213 (Third Party Domestic Worker) who was deployed by Agent

Preamble:

Since the second party wishes to recruit a domestic worker to work at his/her household, and the first party is authorized to recruit domestic workers by the Public Authority of Manpower, whereas the third party wishes to work for the second party; it's agreed to do the followine:

First: The preamble is an integral part of this contract provisions and is bound to it

Second: Both the first and second parties acknowledge that they have read the Amiri decree number 17 of the year 1959 concerning foreigners' residency and the decrees complied with it, and decree number 68 of the year 2015 concerning domestic workers and the decrees complied with it, and the commitment to all of the terms stated within

Third: The first party must commit to recruit the third party to work for the second party under the occupational title of Non Experienced Driver with payment of 180. Kuwaiti Dinars only, which represents the amount of the third party's recruitment, and the first party's commission for he must pay an amount of (45 KD) once the first party receives the visa from the second party and the rest of the amount of (135- total) KD which must be paid upon the arrival of the third party and handing him/her over to the second party

Forth: The first party (Office/Company) must comply to the following:

- 1- Submitting a clear, colored 4x6 picture of the third party to the second party, and another clear and colored 9x12 picture of the domestic worker in full standing position, in addition to a copy of the passport and a document stating general information about the following (name nationality work experience languages religion birthdate weight height academic degree marital status).
- 2- The first party must comply to recruiting the third party to work for the second party in a period not exceeding 90 days from the day that the second party submits the visa to the first party. And in case the third party fails to arrive within that period, the first party complies to return the amount paid by the second party within 3 days
- 3- The first party complies to receive the third party once he/she arrives in the country, and hand him/her to the second party within 24 hours of his/her arrival. Failing to do so, the first party must inform the Domestic Workers Recruitment Department and the third party will be taken into the Public Authority of Manpower housing center
- 4- The first party complies to return the third party back to his/her country and give the second party a refund within 6 months (warranty period) of receiving the domestic worker to work for the second party. This is subject to all cases mentioned in article 17 of law 68 of the year 2015 which are mentioned below:
- An existing obstacle that prevents the domestic worker from working, and the second party has nothing to do with it.
- Domestic worker has a communicable/infectious disease or physical, mental or health disability that prevents him/her from working
- An issued legal impediment imposed in regards to public interest which might prevent the employer from issuing a visa for the domestic worker
- Deportation of the domestic worker in regards to public interest.
- False information provided by the office/company about the domestic worker.
- If the domestic worker refuses to work or leaves to an unknown destination. In case the
 office/company refuses to handle the expenses of returning the domestic worker back to
 his/her home country, and/or refuses to refund the employer, the Domestic Workers
 Recruitment Department will handle the situation based on the guarantee letter
 mentioned in article 2 of the law 68 of the year 2015 concerning domestic workers
- 5- Conveying the domestic worker to the Domestic Workers Recruitment Department if he/she returns to the office/company unless there was an exception.
- 6- The first party complies to transfer the third party's deceased body to his/her country in case the cause of death is related to illness that is dated prior to the date of entry to the country, and a period of employment that did not exceed 6 months from handing the domestic worker to the employer

Fifth: The second party (Employer) is committed to the following:

- 1- Providing an appropriate housing for the third party equipped with all necessities and decent means of living.
- 2- Providing suitable food and clothes for the third party (Domestic Worker) in a way that ensures him/her adequate life, and is obliged to provide him/her with medical treatment and nursing by registering him/her in the health system applicable in the State of Kuwait pursuant to Law No. (1) of the year 1999.

- 3- Salary must be paid at the end of each Gregorian month starting from the first day of work and should not be less than the designated amount by ministerial decree, signed by the third party (Domestic Worker) on the contract, and the money transfer receipt is considered proof of receiving the salary
- 4- Compensating the third party in case of injury during work or because of it according to the provisions of Kuwait Civil Law.
- 5- Issuing a valid residency for the third party (Domestic Worker) for the duration of the contract in accordance with Amiri decree number 17 of the year 1959 concerning foreigners' residency and the decrees complied with it.
- 6- Handling all expenses to bring the third party (Domestic Worker) and should not lay any of these expenses on the third party.
- 7- Paying the expenses of transferring the third party (Domestic Worker) deceased body to his/her country as well as sending the salary of the last month to the third party's beneficiaries.
- 3- It is not permissible for the second party (Employer) to assign a domestic worker to work outside the State of Kuwait. If this occurs without the agreement of the worker, the worker will be returned to his/her country at the expense of the second party (Employer).
- 9- The third party (Domestic Worker) is entitled to own a phone and use it outside the working hours, provided that he/she keeps the secrets and privacy of the household, and use such phone in a manner consistent with public morals.
- 10 Facilitating the process of opening a bank account for the third party (Domestic Worker) upon his/her request in accordance with laws and regulations in the State of Kuwait.

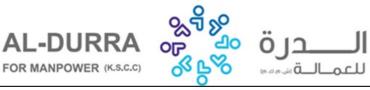
Sixth: The third party (Domestic Worker) is obligated to the following:

- 1- Do the work he/she is supposed to do by following and complying to all instructions of the second party and his/her family members under the condition that these instructions do not threaten the third party's life or offend his/her dignity. The third party must also respect the customs and traditions of the country.
- 2- Preserving the secrets, belongings and money of the second party and his/her family members.
- 3- Refusal to work for others whether with or without commission.

Seventh: General provisions:

- 1- The third party (Domestic Worker) works for the second party (Employer) under the job title of Non Experienced Driver with a monthly salary of 180 KD.
- 2- This contract is effective from the first day of commencing work at the second party's household and is valid TWO years as of the arrival of the worker, and is renewable for longer periods unless one of the parties (second/third) expresses the desire not to renew at least two months before the contract expiry.
- 3- Third party working hours must not exceed 12 hours daily, whereas continuous working hours must not exceed 5 hours daily followed by at least 1 hour resting time which is not included in the overall working hours. The third party also has the right to sleep for a continuous 8 hours minimum at night.
- 4- Not depriving the third party from the right of having a fully paid weekly rest.
- 5- Not depriving the third party from the right of having a fully paid annual leave.
- 6- An end-of-service bonus payment equivalent to one-month salary for every year served by the third party at the end of his/her contract.
- 7- The second party (Employer) is not allowed to keep in his/her possession any of the third party's (Domestic Worker) personal identity document such as passport.
- 8- Transferring the residency of the third party (Domestic Worker) is prohibited during first party (Office/Company) warranty period.
- 9- The second party (Employer) shall bear the cost of economy class ticket for the third party (Domestic Worker) return to back to his/her country at the end of the contract or any other renewed periods.
- 10 In case of conflict about any of this contract articles, the case will be referred to the Public Authority of Manpower for the settlement of the conflict. Failed settlements will be referred to designated court.
- 11 Anything unstated in this contract must be referred to the articles under law no. 68 of 2015 in respect to domestic workers rules, and in case of lack of law acts that address it, the Kuwaiti laws are applicable.
- 12 This contract has been made in both Arabic and English languages and all parties should have full knowledge of the contents of this contract, the Arabic text shall prevail and be referred when necessary.
- 13 This contract is drawn in original and three copies. The original shall be sent to the Public Authority of Manpower, after the arrival of the third party to the country and signing the contract. The first and second copies are for the first party, and the third one shall be sent to the second party.

First Party (Office/Company)	Second Party (Employer)	Third Party (Domestic Worker)
Name: <u>raiju</u>	Name: Raiju	Name: jobiad2
Signature:	I.D.: <u>123321</u>	Passport #: <u>13213</u>
	Signature:	Signature:



عقد استقدام / عمل (عامل /عاملة منزلية) الثلاثي النموذجي			
إنه في يوم الموافق <mark>01/09/2021</mark> اتفق على الآتي كلا من : (1) شركة : الدرة للعمالة (شـمـكـم) لاستقدام العمالة المنزلية بموجب ترخيص من وزارة التجارة رقم : مـم./19/2017 والهيئة العامة للقوى العاملة رقم والكائن في: شرق - شارع أحمد الجابر مجمع دار العوضي رقم (1) هاتف رقم: 22462562 البريد الإلكتروني:info@al-durra.com.kw ويمثله (السيد / السيدة) : user Login			
(اوَّل طَرِّفَ) (name) (2) السيد/السيدة : Raijuالجنسية: ويحمل بطاقة مدنية رقم: ID Civil # عدد الأفراد: نوع السكن: Home المهنة :.not/working ويسكن بمنطقة :. amiyon,kerala,thrissur.هاتف رقم 9995874478 (طرف ثاني / صاحب العمل)			
(3) السيدة:jobiad2 الجنسيةIndia الجنسMale الجنسيةIndia يحمل جواز سفر رقم (طرف ثالث / العامل المنزلي) الذي تم استقدامه من قبلAgent			
تمهيد			
يعد	تحيث أن الطرف الثاني يرغب في استقدام (عامل/ عاملة) منزلي للعمل لديه والطرف الأول رخص لم من قبل الهيئة العامة للقوى العاملة بممارسه هذا النشاط والطرف الثالث (العامل المنزلي) يرغب في المرغب في التعقد تم الاتفاق على الآتي: أولا: يعتبر التمهيد السابق جزء لا يتجزآ من أحكام هذه العقد ومكملاً له . أولا: يعتبر التمهيد السابق جزء لا يتجزآ من أحكام هذه العقد ومكملاً له . أثاباً يعتبر التمهيد السابق جزء لا يتجزآ من أحكام هذه العقد ومكملاً له . وكذاك القانسون رقم 68 لسنة 2015 في شان العمالة المنزلية والقرارات المنفذة لوالد القانسون رقم 68 لسنة 2015 في شان العمالة المنزلية والقرارات المنفذة لوالترامهما بكافة الأحكام الواردة بها. والترامهما بكافة الأحكام الواردة بها. والترامهما بكافة الأحكام الواردة بها. الطبغ فيمة تكاليف استقدام الطرف الثالث (العامل المنزلي) وعموله الطرف الأول على أن يسدد المبلغ فيم على المستقدام الطرف الأول التأشيرة من الطرف الثاني والمبلغ على المستقدام الطرف الأول التأشيرة من الطرف الثاني . أ- مبلغ A5 5 د.ك عند استلام الطرف الأول التأشيرة من الطرف الثاني . أ- مبلغ A5 5 د.ك عند استلام الطرف الأول التأشيرة من الطرف الثاني . أ- مبلغ A5 5 د.ك عند استلام الطرف الأول التأشيرة من الطرف الثاني . أما يسليم الطرف الثاني بلعمل لديه . رابعا : يترم الطرف الثاني للعمل لديه . إليا يترم الطرف الثاني العطرف الثانت (العامل المنزلي) مبينا به كحد أدني (الاسم علونة حديثة مقاس 4* 6 واضحة المعالم وصورة أخرى الاسم المنزلي المبلغ المنزلي المبلغ المنزلي المبلغ المنزلي المبلغ المنزلي المبلغ المنزل المبلغ المنزلي العامل المنزلي في مدة أقصاها الوان - الدرجة العلمية - الطوف الثالث (العامل المنزلي في مدة أقصاها المنزلي المبلذ مباشرة وتسليمه الطرف الثالث العامل المنزلي المبلد المنزلي العمل المنزلي المبلد مباشرة وتسليمه ودد العلم المنزلي بالمدة والتولم المنزلي بالمدة (17) من قانون العمالة المنزلية رقم 68 السنة 2015 وهي كما يلي عده المنزلي . - واما مانع قانوني تفرضه المصلحة العامة يحول دون استصدار صاحب العمل إقامت في وصحات على العامل المنزلي . - إعام العرف الشارف النالث إلى المقتطيات المصلحة العامة المنزلية المعلومات غير صحيحة عن العامل المنزلي . - إعام المانو المرف الثالث والعمل المناول المانا المنزلية العمام من الطرف ال		
(الطرف الأول) الاسم	المالي المنصوص عليه بالمادة (2) من قانون رقم 68 لسنة 2015 في شان العمالة المنزلية. 5- إحالة الطرف الثالث (العامل المنزلي) فوراً إلى إدارة تنظيم استقدام العمالة المنزلية في حالة هروبه وعودته للمكتب أو الشركة . 6- نقل جثمان الطرف الثالث (العامل المنزلي) الى بلده في حالة وفاته إذا كانت الوفاة ترجع لأسباب مرضية سابقة على تاريخ دخول البلاد وخلال سنة أشهر من تاريخ استلام الطرف الثالث للعمل لدى الطرف الثاني.		
<u>raiju</u> التوقيع (الطرف الثاني) الاسم	تتكمل تدى الطرف الثاني (صاحب العمل) بما يلي: - خامسا: يلتزم الطرف الثاني (صاحب العمل) بما يلي: - 1- توفير سكن مناسب ومجهز بوسائل المعيشة اللائقة للطرف الثالث (العامل المنزلي) . 2- أطعام الطرف الثالث (العامل المنزلي) وكسوته بما يكفل له حياه مناسبة ويلتزم بعلاجه وتمريضه وتسجيله في الضمان الصحي المنصوص عليه في القانون رقم (1) لسنة 1999 .		
Raiju التوقيع 123321 ر.م	أ- أَدَاء أجر الطرف النّالث (العامل المّنزلي) مَنذ اليوم الأول للعمل لديه وذلك في نهاية كل شهر ميلادي على أن لا يقل عن الحد الأدنى المنصوص عليه بالقرار الوزاري بموجب إيصال استلام موقع من الطرف الثالث وبعد إيصال التحويل لراتبه صورة من صور الإثبات باستلام الأجر . 4 - تعويض الطرف الثالث (العامل المنزلي) عن إصابات العمل وفقا لأحكام القانوني المدني الكويتي متى ما وقعت أثناء تأدية عمله أو بسببه . 5- استصدار إقامة للطرف الثالث (العامل المنزلي) لمدة هذا العقد وفقًا لأحكام المرسوم الأميري		
(الطرف الثالث) الاسم: <u>jobiad2</u> التوقيع:	- استخدار إحقة للنظر النائب (العام الطوري) للناه لهذا المعد وقع دعام الفرسوم الفيري 6- تحمل مصاريف استقدام الطرف الثالث (العامل المنزلي) ولا يجوز له الرجوع بها على الطرف الثالث.		
13213 جواز السفر رقم	صاحب. 7- تحمل تكاليف إعادة جثمان الطرف الثالث (العامل المنزلي) إلى بلده في حالة وفاته مع صرف أجر الشهر الذي توفي فيه للمستحقين عنه .		