

EMPLOYMENT CONTRACT EMPLOYMENT CONTRACT

Contract ID: 1076288

Contract No.: 1076288

This contract was created electronically under the supervision of the Ministry of Human Resources and Social Development, Kingdom of Saudi Arabia on **07-03-1443** (**13-10-2021**), between:

This contract was concluded electronically under the supervision of the Ministry of Human Resources and Social Development, Kingdom of Saudi Arabia on **07-03-1443** AH corresponding to **13-10-2021** AD between

FIRST PARTY:

Company/Corporation: Branch of Nabatat Contracting Company, a closed joint stock company

National Unified Number: 7008105293

Establishment Number: 4-1968415

Commercial Registration: 2050138063

Address: 31555 Dammam Prince Mohammed bin Fahd

Work Location: Dammam

Email Address: econtract@nabatat.com.sa

Represented by: Raghda Al-Subaie as **Administrator**

hereinafter referred to as (First Party),

:THE FIRST SIDE

Company/Establishment: Branch of Nabatat Contracting Company, a closed joint stock company

National Unified Number: 7008105293

Facility Number: 4-1968415

Commercial Register: 2050138063

Address: 31555 Dammam Prince Mohammed bin Fahd

Work Location: Dammam

Email: econtract@nabatat.com.sa

Represented by signature: Raghda Al-Subaie in his capacity as

administrator

,Hereinafter referred to as (the First Party)

SECOND PARTY:

Name: MOHAMMED ARIF RAM JAN SIROHA

Profession: Architect worker

Employee Number: **369852**

Nationality: Indian

Date of Birth: 06-15-1978

Identity Number: 2269348997

ID Type: Iqama ID

ID Expiry Date: 09-24-2024

Gender: Male

Religion: Muslim

Marital Status: MARRIED

Education: High school education

Speciality: Secondary Education (General)

Iban: SA4880000415608016021734

Bank Name: Al Rajhi Bank

Email Address: arifsirowo4345@gmail.com

Mobile Number: 966 535631473

hereinafter referred to as the (Second Party),

:SECOND PARTY

Name: MOHAMMED ARIF RAM JAN SIROHA

Occupation: Architect

Job Number: **369852**

Nationality: Indian

Date of Birth: 06-15-1978

ID Number: 2269348997

ID Type: Residence

Expiration Date: 09-24-2024

Gender: Male

Religion: Muslim

Marital status: Married

Academic qualification: Secondary education

Specialization: General Secondary

IBAN Number: SA4880000415608016021734

Bank Name: Al Rajhi Bank

Email: arifsirowo4345@gmail.com

Mobile number: 966 535631473

,Hereinafter referred to as (the Second Party)

The two parties have agreed that the second party will work for the first party under its management and supervision with the function of **Worker architect** and carry out the work assigned to him/her in proportion to his/her practical, scientific and technical capabilities in accordance with the needs of the work and in a manner that does not conflict with the controls stipulated in Articles (fifty-eight, fifty-nine, sixty) of the Saudi Labor Law.

The contract's duration is **2 years** , starting from **12-31-2022** and ending on **12-30-2024** , noted that the date of commencement (joining date) of the second party's work is **12-31-2020** .

The two parties agreed that the second party shall work for the first party under his management and supervision as an **architectural worker** and shall directly carry out the work assigned to him in a manner that is consistent with his practical, scientific and technical capabilities in accordance with the needs of the work and in a manner that does not conflict with the controls stipulated in Articles (Fifty-Eight, Fifty-Nine, Sixty) of the Labor Law

The duration of this contract is **2 years**, starting from **12-31-2022** and ending on **12-30-2024** . Note that the date the second party starts work is **12-31-2020**

The contract will be renewed for a similar period unless one of the two parties informs the other in writing of his unwillingness to renew the contract **90** days before the contract expires.

The second party is subject to a trial period of **90** days starting from the date of commencing work, during which Eid al-Fitr and Eid al-Adha holidays and sick leave are not included in the calculation. **Both parties have** the right to terminate the contract during this period, unless the contract specifies the right of one party to terminate.

Working days and hours

The working days are set as **48** hours per week, and the first party is obligated to pay the second party an additional wage for the overtime hours equal to the hourly wage plus 50% of his basic wage.

The obligations of the first party

The first party pays the second party a basic fee of **1,500.00** Saudi Riyals, which is due at the end of each **month**

The first party to the second party is also committed to the following:

1. Pay **0.00** Saudi Riyals, a **Other** allowance payable at the end of each **month**

The second party is entitled for each year to a paid annual leave of **21** days, and the first party determines its dates during the year of entitlement according to the work conditions, provided that the leave wage is paid in advance when it is due, and the first party has to postpone the leave after the end of the year of entitlement for a period not exceeding 90 days, and with the consent of the second party, in writing, to postpone it to the end of the year following the year of entitlement, according to the requirements of the work conditions.

The first party is obligated to provide medical care to the second party with health insurance in accordance with the provisions of the Cooperative Health Insurance Policy

The first party is obligated to pay the contributions of the General Organization for Social Insurance according to its regulations

The first party bears the fees for the second party's recruitment/transfer, the residency fee, the work permit and its renewal and any resulting fines, change of occupation, exit and return fees, and the return ticket for the second party to his home by the same means he/she came by after the end of the relationship between the two parties.

The first party is obligated to pay the expenses of preparing the body of the second party and transporting it to the party in which the contract was concluded or bringing the employee from it unless he is buried with the consent of his relatives inside the Kingdom or the General Organization for Social Insurance is obligated to do so.

It shall be renewed for a similar period or periods unless one of the parties notifies the other in writing of its unwillingness to renew before (**90**) days from the date of expiry of the contract

The second party shall be subject to a trial period of **90** days starting from the date of commencement of work. Eid Al-Fitr and Eid Al-Adha holidays and sick leave shall not be included in this calculation. **Both parties shall have** the right to terminate the contract during this period, unless the contract stipulates that one of them has the right to .terminate

Working days and hours

Working days are set at **48** hours per week, and the first party is obligated to pay the second party an additional wage for overtime hours .equivalent to the hourly wage plus 50% of his basic wage

First party's obligations

The first party shall pay the second party a basic salary of **1,500.00** .Saudi Riyals due at the end of each **month**

:The first party also undertakes to the second party the following

1. To pay a fee of **0.00** Saudi Riyals, **other** allowance due at the end of each **month**

The second party is entitled to an annual leave of **21** days with pay for each year. The first party shall determine its date during the year of entitlement according to the work conditions, provided that the leave wages are paid in advance when it is due. The first party may postpone the leave after the end of the year in which it is due for a period not exceeding 90 days. He may also, with the written approval of the second party, postpone it to the end of the year following the year of .entitlement, according to the requirements of the work conditions

The first party is obligated to provide medical care to the second party with health insurance in accordance with the provisions of the .Cooperative Health Insurance System

The first party is obligated to pay the General Organization for Social Insurance subscriptions according to its regulations

The first party shall bear the fees for bringing the second party/transferring his services to him, the fees for residence and work permits, their renewal, and any fines, fees for changing profession, exit and return, and the return ticket of the second party to his home country by the means by which he came after the relationship between the two .parties ends

يلتزم الطرف الأول بنفقات تجهيز جنمان الطرف الثاني ونقله إلى الجهة التي أبرم فيها العقد أو استقدام الموظف منها ما لم يدفن بموافقة ذويه داخل المملكة أو تلتزم المؤسسة العامة للتأمينات الاجتماعية بذلك.

The obligations of the second party

To perform the work entrusted to him in accordance with the principles of the profession and according to the instructions of the first party if there is nothing in these instructions that contradicts the contract, order or public morals and there is nothing in their implementation that puts him at risk

To take adequate care of the tools and tasks assigned to him and the raw materials owned by the first party placed at his disposal or in his custody and to return to the first party the non-expendable materials

To provide assistance and support without requiring additional pay in cases of dangers threatening the safety of the workplace or the persons employed in it.

To undergo any medical examinations required by the first party before or during joining the work to verify that he/she is free from occupational or communicable diseases

The second party is committed to good manners and work ethics while at work, and at all times abides by the rules, customs, norms and ethics in force at the Kingdom of Saudi Arabia, as well as the rules, regulations and instructions in force at the first party and bears all the financial penalties resulting from his violation of these regulations

Approval of the first party deducting the prescribed percentage from the monthly wage for participation in the General Organization for Social Insurance

Expiration or Termination of The Contract

This contract ends with the expiry of its term in the fixed-term contract or with the agreement of the two parties to terminate it, provided that the second party agrees in writing

The first party has the right to terminate the contract of the second party without award, notice or compensation according to the cases mentioned in Article (eighty) of the work system, provided that the second party is given the opportunity to express reasons for his opposition to the termination.

The second party has the right to leave work and terminate the contract without notifying the first party while retaining his right to obtain all his dues according to the cases mentioned in Article (eighty-first) of the work system.

End of Service Reward

Upon termination of the contractual relationship by the first party, or with the agreement of the two parties, or with the end of the contract period, or as a result of force majeure, the second party is entitled to a reward of fifteen days' wages for each of the first five years and a month's wage for each year of the following. The employee is entitled to a reward for the parts of the year in proportion to what she/he spent in work, and the remuneration is calculated on the basis of the last wage

التزامات الطرف الثاني

أن ينجز العمل الموكل إليه وفقاً لأصول المهنة ووفق تعليمات الطرف الأول إذا لم يكن في هذه التعليمات ما يخالف العقد أو النظام أو الآداب العامة ولم يكن في تنفيذها ما يعرضه للخطر

أن يعتني بعناية كافية بالأدوات والمهمات المسندة إليه والخامات المملوكة للطرف الأول الموضوع تحت تصرفه أو التي تكون في عهده وأن يعيد إلى الطرف الأول المواد غير المستهلكة

أن يقدم كل عون ومساعدة دون أن يشترط لذلك أجراً إضافياً في حالات الأخطار التي تهدد سلامة مكان العمل أو الأشخاص الموظفين فيه

أن يخضع وفقاً لطلب الطرف الأول للفحوص الطبية التي يرغب في إجرائها عليه قبل الالتحاق بالعمل أو أثناءه للتحقق من خلوه من الأمراض المهنية أو السارية

يلتزم الطرف الثاني بحسن السلوك والأخلاق أثناء العمل وفي جميع الأوقات يلتزم بالأنظمة والأعراف العادات والآداب المرعية في المملكة العربية السعودية وكذلك بالقواعد واللوائح والتعليمات المعمول بها لدى الطرف الأول ويتحمل كافة الغرامات المالية الناتجة عن مخالفته لتلك الأنظمة

الموافقة على استقطاع الطرف الأول للنسبة المقررة عليه من الأجر الشهري للاشتراك في المؤسسة العامة للتأمينات الاجتماعية

انتهاء العقد أو إنهائه

ينتهي هذا العقد بانتهاء مدته في العقد محدد المدة أو باتفاق الطرفين على إنهائه بشرط موافقة الطرف الثاني كتابياً

يحق للطرف الأول فسخ العقد دون مكافأة أو إشعار للطرف الثاني أو تعويضه بشرط إتاحة الفرصة للطرف الثاني في إبداء أسباب معارضته للفسخ وذلك طبقاً للحالات الواردة في المادة (الثمانون) من نظام العمل

حق للطرف الثاني ترك العمل وإنهاء العقد دون إشعار الطرف الأول مع احتفاظه بحقه في الحصول على كافة مستحقاته طبقاً للحالات الواردة في المادة (الحادية والثمانون) من نظام العمل

مكافأة نهاية الخدمة

يستحق الطرف الثاني عند إنهاء العلاقة التعاقدية من قبل الطرف الأول أو باتفاق الطرفين أو بانتهاء مدة العقد أو نتيجة لقوة قاهرة مكافأة قدرها أجر خمسة عشر يوماً عن كل سنة من السنوات الخمس الأولى وأجر شهر عن كل سنة من التالية ويستحق الموظف مكافأة عن أجزاء السنة بنسبة ما قضاه منها في العمل وتحسب المكافأة على أساس الأجر الأخير

Applicable System and Jurisdiction

This contract is subject to the labor regulations and its executive regulations and the decisions issued in its implementation in all cases where no provision is made in this contract. This contract replaces all previous verbal or written agreements and contracts if any.

In the event that a dispute arises between the two parties regarding this contract, the Jurisdiction shall be convened for the labor cases qualified authority in the Kingdom of Saudi Arabia

Warnings and notifications between the two parties are made in writing through the electronic communication channels in the Qiwa platform for each of the parties. The address and email address registered in Qiwa platform will be considered legally applicable, and both parties are obligated to update them on Qiwa platform in the event of any change.

Additional Terms

1. The First Party has the right to relocate the Second Party to be in any place, even if that requires changing his residence, at any of the First Party's branches or sites in the Kingdom of Saudi Arabia. depending on the work needs and in accordance with the applicable laws and regulations, and the rules stipulated in the First Party Internal Work Regulations.
2. First party shall be entitled to extend the probation period for an additional one period of (90) day by serving the Second party a written letter, whereas the probation period shall be excluding Eid al-Fitr and Eid al-Adha holidays and sick leave. The First Party solely has the right to terminate the Contract during the probation period without a prior notice or any compensation.
3. The Second Party shall adhere to the work schedule prepared by the First Party. The First Party may modify the weekly rest days and the said schedule as required for the work needs and conditions. The Second Party shall not be entitled to claim any remuneration for overtime hours unless he was formally assigned by the First Party in writing of such overtime. In case where the first party provide to the second party necessary facilities to perform the job instead of providing financial allowances these facilities will not be considered in calculation of end of services. The two parties agreed that not all amounts of commission bonus or overtime work hours which by their nature are subject to increase or decrease shall be calculated in the wage on the basis of which the end of service gratuity is settled based on Article 86 of the Saudi Labor Law.
4. The First Party shall provide the Second Party with an economy ticket from and to his Home Country, that is stated above in this Contract, upon the Second Party's leaving his Home Country to the Kingdom at the beginning of this Contract -unless the Second Party is resident in the Kingdom at the time of recruiting- and when the Second Party returns to his Home Country at the end of this Contract. The First party shall provide the Second Party with an economy ticket At the end of the contract and travel to his home that is stated above in this Contract. The Second Party shall bear -among other expenses- his travel costs in the following cases: 1. If the Second Party terminates his employment prior to the expiry of the Contract 2. If the Second

النظام الواجب التطبيق والاختصاص القضائي

يخضع هذا العقد لنظام العمل ولائحته التنفيذية والقرارات الصادرة تنفيذاً له في كل مالم يرد به نص في هذا العقد ويحل هذا العقد محل كافة الاتفاقيات والعقود السابقة الشفهية منها أو الكتابية إن وجدت

في حالة نشوء خلاف بين الطرفين حول هذا العقد فإن الاختصاص القضائي ينعقد للجهة المختصة بنظر القضايا العمالية في المملكة العربية السعودية

تتم الإخطارات والإشعارات بين الطرفين كتابة عن طريق قنوات التواصل الإلكترونية في منصة قوى لكل من الطرفين ويلتزم كل طرف في حال تغييره للعنوان الخاص به أو تغيير البريد الإلكتروني بتعديله من خلال منصة قوى وإلا اعتبر عنوان العنوان أو البريد الإلكتروني المسجل لدى منصة قوى هما المعمول بهما نظاماً.

بنود اضافية

1. يجوز للطرف الأول نقل الطرف الثاني من مكان عمله الأصلي إلى مكان آخر يقتضي تغيير محل إقامته في أي من فروع الطرف الأول أو مواقعه التابعة له في المملكة العربية السعودية ، وفقاً لاحتياجات العمل، والأنظمة واللوائح السارية، والقواعد المطبقة في لائحة تنظيم العمل الداخلية للطرف الأول
2. للطرف الأول الحق في تمديد فترة التجربة بموجب إشعار كتابي يرسل للطرف الثاني وذلك لمرة واحدة ولمدة (90) يوم أخرى، على أن لا يدخل في حساب أي من فترة التجربة الأصلية أو تمديداتها إجازة عيدي الفطر، والأضحى، والإجازة المرضية، وللطرف الأول وحده الحق في إنهاء العقد خلال هذه الفترة دون إنذار مسبق، أو أي تعويضات
3. يلتزم الطرف الثاني بالعمل حسب جدول أوقات العمل الذي يحدده الطرف الأول. كما للطرف الأول الحق في تعديل أيام الراحة الأسبوعية والجدول المذكور حسب مقتضيات وظروف العمل. لا يحق للطرف الثاني مطالبة الطرف الأول بأي أجر عن ساعات العمل الإضافية إلا بعد تكليفه بذلك خطياً من قبل الطرف الأول. في حال قيام الطرف الأول بتزويد الطرف الثاني بدلات عينية عوضاً عن البدلات المالية فإنه لن يتم احتسابها ضمن مكافأة نهاية الخدمة. اتفق الطرفان على أن لا تحسب في الأجر الذي تسوى على أساسه مكافأة نهاية الخدمة جميع مبالغ العمولات أو المكافأة أو النسب المئوية عن ثمن المبيعات ساعات العمل الإضافي والتي تكون بطبيعتها قابلة للزيادة والنقص وذلك استناداً للمادة 86 من نظام العمل السعودي
4. يلتزم الطرف الأول بتوفير تذاكر سفر للطرف الثاني على الدرجة الاقتصادية من وإلى موطنه المذكور في مقدمة العقد عند مغادرة موطنه إلى المملكة في بداية هذا العقد، ما لم يكن الطرف الثاني حينها مقيماً في المملكة، وعند عودة الطرف الثاني إلى موطنه عند انتهاء هذا العقد. يوفر الطرف الأول للطرف الثاني تذاكر سفر بالدرجة السياحية عند انتهاء العقد والخروج إلى موطنه المذكور في مقدمة العقد. يتحمل الطرف الثاني -بالإضافة على أي مصاريف أخرى- كافة تكاليف السفر في الحالات التالية: 1. إذا أنهى عمله لدى الطرف الأول قبل انتهاء العقد. 2. إذا ارتكب أي مخالفة من المخالفات التي حددها نظام العمل في المادة (الثمانون).

Party commits any of the violations specified by the Labor Law in Article (80) thereof.

5. More Articles for Female The Second Party is entitled to have a maternity leave with full pay for ten weeks distributed as wishes Such leave starts at most four weeks prior to the probable date of delivery Such date shall be determined by the acceptable medical authority by the First Party or by a medical certificate attested by a health authority. The Second Party when returning to work following the maternity leave is entitled to have rest time or times to feed her child Such rest times shall not exceed in total one hour per day Such feeding time or times shall be counted from the actual working hours. The Second Party in case of her husband death is entitled to have a leave with full pay of not less than four months and ten days from the death date She shall be eligible for extension without wage if she pregnant within the same period until she gives birth and may not make use of the remaining period of her husband death leave after she gives birth working hours.

6. The Second Party is obligated to take due care of the assigned tasks, tools, equipment, products, and documents in the workplace, whether they are owned by the First Party or for others; as long as they are placed under his power or use, and to return them to the First Party at the end of the Contract, or upon the First Party's request. The First Party shall be entitled to deduct the value of what was damaged, destroyed, or loss of such tools, machines, products, or documents by the Second Party, from his monthly salary, according to the Labor Law.

7. The Second Party is obliged to carry all the licenses, permissions, and certificates that he is required to carry in order to conduct his work, and for identification purposes. The Second Party shall refrain, during the term of this Contract, from working in any other job, or providing services, or engaging in any commercial business, directly or indirectly, other than what is assigned to by the First Party. The Second Party, without the First Party's prior written permission, shall not accept any gifts or personal benefits of any kind by the First Party's clients, suppliers, or any other contracting or related parties. The Second Party is obligated to disclose to the First Party any provided gifts or offers by clients, competitors, etc. In addition to the annual leave, the worker is entitled to the legally prescribed leaves.

8. The Second Party shall refrain from disclosing any information related to the work, tasks, and responsibilities entrusted to him, and the dealings and affairs of the First Party, its affiliated or/and associated entities, suppliers, and customers; which is acquainted with by virtue of his work or being able to access it, whether it is technical, commercial, administrative, functional or marketing information, and in any form, printed, photographed, or electronic. The obligation applies during the validity of this Contract, and for a period of (10) ten years from the termination of the employment relationship, in the Kingdom of Saudi Arabia or any of the Gulf Cooperation Council countries

9. After the termination of the Contract, the Second Party is obligated not to compete with the First Party, or to work having a job title similar or unsimilar, or to undertake any similar or related tasks with the responsibilities and working scope that he handled or was able to access it; during the validity of this Contract, for any competitor or a former or current client for two years, anywhere in the Kingdom of Saudi Arabia or GCC countries. The First Party reserves the right to

5. بنود إضافية خاصة للمرأة يستحق الطرف الثاني إجازة وضع بأجر كامل لمدة عشرة أسابيع يتم توزيعها حسب الرغبة تبدأ بحد أقصى بأربعة أسابيع قبل التاريخ المرجح للوضع ويحدد التاريخ المرجح للوضع بواسطة الطرف الأول أو بناءً على شهادة طبية مصدقة من جهة صحية. يحق للطرف الثاني عند مزاوله العمل بعد إجازة الوضع الحصول على فترة أو فترات للاستراحة بقصد الإرضاع على ألا يزيد مجموعها على الساعة في اليوم الواحد وتحسب هذه الفترة أو الفترات من ساعات العمل الفعلية. يحق للطرف الثاني في حالة وفاة زوجها إجازة عدة بأجر كامل لمدة لا تقل عن أربعة أشهر وعشرة أيام من تاريخ الوفاة ولها الحق في تمديد هذه الإجازة دون أجر إن كانت حاملاً خلال هذه الفترة حتى تضع حملها ولا يجوز لها الاستفادة من باقي إجازة العدة الممنوحة لها بعد وضع حملها

6. يلتزم الطرف الثاني بأن يعتني عناية كافية بالمهمات المسندة إليه، والأدوات، والأجهزة، والمنتجات، والمستندات في مكان العمل سواءً كانت مملوكة للطرف الأول أو لغيره؛ ما دامت موضوعة تحت تصرفه أو التي تكون في عهده، وأن يعيد إلى الطرف الأول كافة العهد بشكل سليم عند نهاية العقد أو عند طلب الطرف الأول لها. ويحق للطرف الأول حسم قيمة ما أتلفه أو دمره أو فقده الطرف الثاني من عهد أو آلات أو منتجات أو مستندات من أجره الشهري وفقاً لما نص عليه نظام العمل

7. يلتزم الطرف الثاني بأن يحمل على الدوام جميع التراخيص والأذونات والشهادات المطلوب منه حملها لمزاولة أعماله والتعريف به. يمتنع الطرف الثاني خلال سريان العقد عن العمل بشكل مباشر أو غير مباشر في أي وظيفة أخرى، أو بتقديم خدمات، أو مزاوله أي عمل تجاري سوى ما يكلف به من قبل الطرف الأول. لا يجوز للطرف الثاني بدون إذن كتابي مسبق من الطرف الأول قبول أي هدايا أو منافع شخصية من أي نوع من قبل عملاء الطرف الأول أو الموردين أو أي جهات أخرى متعاقدة أو ذات علاقة، كما يلتزم بالإفصاح للطرف الأول عن أي هدايا أو عروض قدّمت له من العملاء أو المنافسين أو خلافهم. بالإضافة الى الإجازة السنوية يستحق العامل الإجازات المقررة نظامياً.

8. يمتنع الطرف الثاني أثناء عمله أو بعد إنتهاءه عن إفشاء أي معلومات ذات صلة بالعمل أو المهام أو المسؤوليات التي أؤكلت له أو لغيره من العاملين لدى الطرف الأول، أو أي من التعاملات أو المعلومات أو الشؤون الخاصة بالطرف الأول والكيانات التابعة له أو المرتبطة به، وموآديه وعملائه وموظفيه ومشاريعه واختراعاته وخططه التوسعية والتسويقية وغيرها؛ والتي يطلع عليها بحكم عمله أو تستقر في علمه نتيجة تواجده في مقر الشركة أو فروعها أو من خلال استخدامه لأجهزتها أو مكن من الاطلاع عليها، سواءً كانت هذه المعلومات فنية أو تجارية أو إدارية أو تشغيلية أو تسويقية، وبأي شكل كانت مطبوعة أو مصوّرة أو إلكترونية. ويسري الالتزام خلال سريان هذا العقد، ولمدة (10) عشر سنوات من انتهاء علاقة العمل بين الطرفين، وذلك في المملكة العربية السعودية وأي من دول مجلس التعاون

9. يلتزم الطرف الثاني ولمدة عامين من انتهاء العلاقة العمالية بالآ يقوم بمنافسة الطرف الأول من خلال إنشاء أو مساهمة في كيان تجاري يقوم على تقديم خدمات أو منتجات أو أعمال ذات طابع تنافسي للأعمال والخدمات والمنتجات المقدمة من الطرف الأول، كما يمتنع عن العمل لدى أي منافس آخر بأي مسمى وظيفي يكون له بعض أو كل المهام الوظيفية المطابقة أو المشابهة أو غير المشابهة لوظيفته بمقر الطرف الأول وهي ذات الأعمال الموكلة له أثناء عمله لدى الطرف الأول، وذلك خلال فترة سريان العقد وبعد إنتهاءه أو إنتهاءه لمدة سنتين وفي أي مكان من المملكة العربية السعودية

take whatever course of action in order to secure and protect its business.

أو دول مجلس التعاون الخليجي، كما يحتفظ الطرف الأول بحق اتخاذ الإجراء الذي يراه مناسباً من أجل حماية مصالحه.

10. . The First Party owns the intellectual rights and patents resulting from the Second Party work. The Second Party shall not be entitled to use such rights except with the written consent of the First Party. The Second party shall enable the First party to retrieve all the tools, documents, or regain login access information of the Second Party for any of the electronic systems, workplace sites, offices or projects that the Second Party has been assigned to.

10. يمتلك الطرف الأول بموجب هذا العقد الحقوق الفكرية وبراءات الاختراع الناتجة عن أعمال الطرف الثاني، ولا يحق للطرف الثاني استخدام هذه الحقوق إلا بالموافقة الخطية من الطرف الأول. يلتزم الطرف الثاني بتوفير الطرف الأول من استرداد جميع الأدوات أو الوثائق أو المستندات أو بيانات الدخول الخاصة بالطرف الثاني لأي من الأنظمة الإلكترونية أو مقرات العمل أو المشاريع التي كُلف الطرف الثاني بالعمل بها

11. If the Contract is terminated by the first party without a legitimate justification and prior to the expiration of the contract thereof, the second party shall be entitled to two months salary as a compensation. If the Contract is terminated by the second party without a legitimate justification and prior to the expiration of the contract thereof, the first party shall be entitled to the equivalent of all remaining salaries in the contract as a compensation. In case where the second party wishes to submit his or her resignation, he or she must notify the first party 90 Ninety days prior his planned last working day. First party solely have the right to extend this notification period for another 90 Ninety days for the purpose of finding replacement, handover and provide necessary training.

11. In the event that the contract is terminated by the first party before the expiry of its term and without a legitimate reason, the second party shall be entitled to compensation in the amount of two months' wages for this termination. However, in the event that the contract is terminated by the second party before the expiry of its term and without a legitimate reason, the first party shall be entitled to compensation in the amount of the wages for the remaining period of the contract for this termination. If the second party wishes to resign from work while the contract is in effect, he shall be obligated to provide a written notice to the first party (90) ninety days prior to the date of the last working day. The first party shall have the sole right to extend this period for a period not exceeding (90) ninety additional days until an alternative is found and tasks are transferred.

12. The First Party has the right to deduct the cost of the training or development programmes that the Second Party has received at the expense of the First Party from the Second Party entitlements, in the event that the Second Party leaves off work after the training or development period and the similarity of its duration. Upon termination of this Contract, the Second Party is obligated to leave the Kingdom of Saudi Arabia in accordance with the provisions of this Contract and the relevant regulations, or to transfer its services to another party within a period not exceeding 20 days from the date of the final clearance between the Parties.

12. The first party has the right to deduct the value of the training or development programs that he subjected the second party to at his expense, in the event that the second party leaves work with the first party during a period subsequent to the training or development period and its duration is similar. The second party is obligated upon the expiry or termination of the contract to leave the Kingdom of Saudi Arabia in accordance with the provisions of this contract and the relevant regulations or transfer his services to another party within a period not exceeding 20 days from the date of final settlement between the two parties

13. This Contract shall be governed by the Labor Law, its Implementing Regulations, the decisions issued in regards to its implementation, the Internal Labor Regulations, and First Party administrative circulars in respect of all matters not covered by the Contract hereof. The Labor Court in Dammam has full jurisdiction over any dispute between the Parties related to this Contract.

13. This contract is subject to the Labor Law, its executive regulations, and the decisions issued in implementation thereof; and to the internal labor regulations and administrative circulars issued by the first party in all matters not provided for in the contract. In the event of a dispute between the two parties regarding this contract, the judicial jurisdiction shall be vested in the Labor Court in Dammam

14. The Gregorian calendar shall be the calendar used for all the dates contained herein. The Arabic text of this Contract shall prevail.

14. The Gregorian calendar is the calendar used as a basis for all dates included in this contract. The Arabic text of this contract is the authoritative text

This contract was exported electronically and is accessible to both parties via Qiwa platform.

This contract has been exported electronically and is accessible to both parties through the Qawa platform

This contract is approved by the Ministry of Human Resources and Social Development

And God is the Grantor of success. This contract is considered approved by the Ministry of Human Resources and Social Development

Created by Raghda Al-Subaie at 10-13-2021 10:18

Created by: Raghda Al-Subaie on 10-13-2021 10:18