**RULE 36**

**FORM OF FOREIGN CONTRACT OF SERVICE**

**THIS AGREEMENT is made in** accordance with the requirements of the Employment Act 2007 at NAIROBI on the ……………………………………day of ………………………….2021.

**BETWEEN**:

1. **Employer:**

Name: ……………………………………………………………………………………………

Address…………………………………………………………………………………………..

Postcode…………………………………………………………………………………………

Telephone Number………………………………………………………………………..

1. **Employee**

Name: ……………………………………………………………………………………………

Address…………………………………………………………………………………………..

Postcode…………………………………………………………………………………………

Telephone Number………………………………………………………………………..

1. **Date of Commencement of Employment**
   * 1. The Employee’s Employment with [INSERT] begun on the ………………………………. being the date on which the Employee shall leave the Republic of Kenya.
2. **Nature and Place of Employment**
   * 1. The Employee is employed as a [INSERT THE NATURE OF WORK] at in [INSERT (country of employment and town or area where appropriate)).
3. **Wages**
   1. During the term of employment, the Employee’s consolidated monthly salary will be [INSERT].
   2. The Employer shall pay not less than one third of the Employee’s wages either into a local bank account nominated by the Employee or to a person in Kenya nominated by the Employee.
4. **Transport**
   * 1. The Employer shall provide the Employee with free transport by road, rail, air, or ship in respect of the transport from and to the place of work set out in Clause 4 of this Contract.
5. **Medical Attention**
   * 1. The Employer shall provide the Employee with adequate free medical attention and hospital accommodation as and when required.
6. **Relatives not to be required to work for the Employer**
   * 1. No accompanying wife, child or other relative of the employee shall be required to work for us unless there is a separate contract of employment in respect of him or her with pay.
7. **Leave Off Work**
   1. **Sick Leave**
      1. Subject to any written law, after 2 (two) consecutive months of service, the Employee will be entitled to a maximum of 7 (seven) days’ sick leave with full pay, and thereafter to a maximum of 7 (seven) days’ sick leave with half pay, in each period of 12 (twelve) consecutive months of service but subject to the submission of a medical certificate or sickness self-certification absence form, duly signed by a qualified medical practitioner or a person acting on such practitioner’s behalf in charge of a dispensary or medical aid centre. On the Employee’s return to work following an illness the Employee shall be required to submit a self-certification form to the company explaining the cause of the Employee’s sickness absence which form is available in the office.
   2. **Annual leave**
      * 1. As per the Employment Act 2007, the Employee shall be entitled to 21 (twenty-one) working days leave per year with full pay for each completed 12 (twelve) months.
        2. The leave days will be prorated as per the project life, if it’s lasting for less than 12 (twelve) months.
        3. It is the Employer’s policy to encourage the Employee to take all of his/her holiday entitlement in the current holiday year. The Employer does not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
        4. The Employee should give at least 4 (four) weeks’ notice of your intention to take holidays of a week or more and 1 (one) weeks’ notice is required for odd single days.
        5. The Employee may not take more than (2) two working weeks consecutively.
        6. The Employee’s holiday pay will be at the Employer’s normal basic pay.
   3. **Compassionate leave**
      1. Compassionate leave days in the event the Employee loses any **immediate family member** is at the discretion of the Management.
   4. **Maternity Leave**
      * 1. Maternity leave for a period of 3 (three) months shall be granted to female employees subject to satisfaction of the following conditions: -
           1. upon production of a medical certificate issued by a recognized medical practitioner or a person acting on such practitioner’s behalf in charge of a hospital or medical aid centre; and
           2. the Employee gives not less than 7 (seven) days’ notice in advance or a shorter period as may be reasonable in the circumstances, of the Employee’s intention to proceed on maternity leave on a specific date and to return to work thereafter. The notice shall be in writing.
        2. A female employee who is due to take her maternity leave and annual leave in the same year shall not forfeit their annual leave.
   5. **Paternity Leave**
      1. All male employees shall be entitled to 2 (two) weeks paternity leave with full pay effective from the day the spouse gives birth or at such other time as the parties may agree subject to the production of the relevant documents.
   6. **Pre-adoptive Leave**
      1. Where pursuant to section 157 of the Children Act, a child is to be placed in your continuous care and control you shall be entitled to one month's pre-adoptive leave with full pay from the date of the placement of the child PROVIDED THAT you shall notify us in writing of the intention of the adoption society to place the child in your custody at least fourteen days before the placement of the child which notice shall be accompanied by documentation evidencing the intention of the adoption society to place the child in your custody, including a custody agreement between yourself and the adoption society and an exit certificate.
8. **Accommodation**
   * 1. An amount equal to 15% of your consolidated salary is included in your consolidated salary to cater for the Employees accommodation**.**
9. **Death**
   * 1. The Employer shall report every death, desertion, or serious injury to a labour officer and shall remit money due to any deceased employee with any property of each deceased employees to such labour officer for payment to the person or persons entitled thereto and sums due and the property belonging to any employee who deserts shall be remitted to the said labour officer one month after the date of desertion.
10. **Termination of Contract**
    * 1. This contract may be terminated in accordance and under the provisions of the law of the Country in which an employee is employed to work.
11. **Extension of Contract**
    * 1. No employee who wishes to renew his contract of employment shall be allowed to do so except with the prior consent of a labour officer and any such extension or renewal shall, unless the labour officer, otherwise directs, be deemed to be under the terms of this contract so far as applicable.
12. **Repatriation**
    * 1. The employer shall repatriate each employee on the termination of his period of service, or any extension thereof which may be approved by a labour officer, to the place in Kenya at which he was engaged. In the event of the Government of Kenya having to repatriate any employee the cost of such repatriation may be claimed in full by the Government from the employer.
13. **Agreement of Employee**
    * 1. The Employee agrees to serve the Employer in accordance with the conditions of this Contract.
14. **Attestation**
    * 1. This agreement must be attested by a labour officer in accordance with [Section 84](http://kenyalaw.org:8181/exist/kenyalex/actviewbyid.xql?id=KE/LEG/EN/AR/E/NO.%2011%20OF%202007/sec_84#KE/LEG/EN/AR/E/NO.%2011%20OF%202007/sec_84) of the Employment Act, 2007 and shall not be deemed to be valid or to be enforceable against any employee unless it has been so attested.
15. **Miscellaneous**
    * 1. The other terms of employment contained in the Statement of Service dated [INSERT] form part of this Agreement and the Statement is Annexed hereto. If any of the terms contained in the Statement of Service is in contradiction with the terms set out herein, the terms of this Agreement shall prevail.

|  |  |
| --- | --- |
| Signed by the Employer  *Signature:*  *Name:* | Signed by the Employee  *Signature:*  *Name:* |
| in the presence of:-  *Witness’s signature*  *Witness’s Name:*  *Witness’s Designation*  *Witness’s Address* | in the presence of:-  *Witness’s signature*  *Witness’s Name:*  *Witness’s Designation:*  *Witness’s Address* |

**ATTESTATION BY LABOUR OFFICER**

I certify that l have read over and explained this Contract to (all) the employee(s) concerned, and that he/they, with full understanding of the meaning of the Contract, has/have (individually and) voluntarily assented thereto by signing or thumb-printing in the last column of the attachment in my presence.

………………………………………………………………………………………………..

|  |  |
| --- | --- |
|  | *(Attesting Labour Officer)* |

Designation and rubber stamp …………………………………………………………..

Place of attestation ……………………………………………………………………….

District of attestation ……………………………………………………………………..

Dated the …….....……… day of ….…...….....……… 20 ….....…..