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|**الهيئة العامة للقوى العاملة** |
|**The Public Authority For Manpower** |
|**Sample Form of an Employment Contract in the Civil Sector** |**نموذج عقد عمل استرشادي في القطاع الأهلي** |
|State of Kuwait |دولة الكويت |
|Public Authority for Manpower/ Labour Department |الهيئة العامة للقوى العاملة / إدارة عمل |
|On _______ corresponding to ______ the present contract was concluded by and between: |/ تمديد عقد العمل من:|
|1. Company/ institution ___________ represented in signature in the present contract by: |شريك إعداد نموذج عقد العمل|
|Name: |اسم |
|Civil card: |رقم مدني |
|2. Name: |اسم |
|Nationality: |الجنسية |
|Civil card: |رقم مدني |
|Residence: |الإقامة |

**Preamble**
The first party owns the facility entitled __________ working in the field of ________; whereas it wishes to conclude a contract with the second party to work for it in the profession of ___________; whereas the parties acknowledged their capacity to conclude this contract, they agreed upon the following:

**Article One**
The preamble above shall constitute an integral part of the present contract.

**Article Two**
"Nature of the Work"
The first party concluded a contract with the second party to work for it in the profession of ________ in the State of Kuwait.

**Article Three**
"Probation Period"
The second party shall be subject to a probation period for a term not exceeding 100 work days. Each party shall have the right to terminate the contract during the said term without notification.

**Article Four**
"Lease Value"
For executing the present contract, the second party shall receive the wage of ______ dinars to be paid at the end of every _______. The first party may not decrease the wage during the term of the contract. It may not transfer the second party to daily wage without his approval.

**Article Five**
"Contract Term"
The contract shall come into force on ___________. The second party shall execute his work during the entire execution term thereof.

**Article Six**
"Contract Term"
The present contract has a definite term. It shall come into force on ___________ for a term of ______ years. The contract may be renewed with the approval of the parties for similar terms not exceeding five years. The present contract has an indefinite term and it shall come into force on ___________.

*Considering the contract as having a definite or indefinite term shall be subject to the will of the two parties.*
Article Seven  
**"Annual Leave"**
The second party shall have the right to a paid annual leave with a term of ____ days. It shall not be due on the first year save after the expiration of nine months to be calculated from the date of the contract coming into force.

Article Eight  
**"Number of Work Hours"**
The first party may not require that the second party work for a term exceeding eight daily work hours with rest periods not less than one hour, except for the cases set forth in the law.

Article Nine  
**"Ticket Value"**
The first party shall bear the expenses of the return of the second party to his country after the expiration of the work relationship and his final departure from the country.

"Insurance against Injuries and Work Maladies"
The first party shall insure the second party against injuries and work maladies. It shall also commit to the health insurance value in accordance with the law No. (1) of the year 1999.

Article Eleven  
**"End of Service Benefit"**
The second party shall be due the end of service benefit as set forth in the regulating laws.

Article Twelve  
**"Applicable Law"**
The provisions of the Labour code in the civil sector No. 6 of 2010 and the decisions executing the same shall apply for all matters not provided for in the present contract. Shall be considered null every condition agreed upon in violation of the provisions of the law, unless the same has a better benefit for the worker.

Article Thirteen  
**"Special Conditions"**
1. 
2. 
3. 

Article Fourteen  
**"Specialized Court"**
The court of first instance and its Labour departments, in accordance with the provisions of the law No. 46 of the year 1987, shall be competent to peruse any conflicts resulting from the execution or interpretation of the present contract.

Article Fifteen  
**"Contract Language"**
The present contract was made in Arabic and ____________. The Arabic texts shall prevail in the case of any conflict between them.

Article Sixteen  
**"Contract Copies"**
The present contract was made in three copies, one for each party to work in accordance therewith. The third copy shall be deposited at the Public Authority for Manpower.

Second Party

First Party

الطريق .

للطرف الثاني الحق في إجازة سنوية مدفوعة الأجر مدةها ____ يوماً ، ولا يستحقها عن السنة الأولى إلا بعد اكتمال سنة أجر تكمل من تاريخ نفاد العقد.

"الإجازة السنوية"

عدد ساعات العمل لا يجوز للطرف الأول تشغيل الطرف الثاني لمدة تزيد عن ثماني ساعات عمل يومياً تخللها فترة راحة لا تقل عن ساعة باستثناء الحالات المقررة قانوناً.

"الإجازة السنوية" نمططباً عودة الطرف الثاني إلى بلده عند إنتهاء علاقة العمل وقائمه نهائياً للبلاد.

"Insurance against Injuries and Work Maladies"

الطرف الأول يتحمل الطرف الثاني مكافأة نهاية الخدمة كفاية نهاية الخدمة المنسوبة عليها بالقوانين المعمول بها.

"Insurance against Injuries and Work Maladies"

"الفوائد العالية" تختص المحكمة الكلية ودوائرها العمالية طبقاً لقانون الإجراءات الذاتية رقم 46 لسنة 1987.

"الفوائد العالية" خاصية "العقد" حرر هذا العقد باللغة العربية ____________. ويجب باستعمال اللغة العربية عند وقوع أي تعارض بينهما.

"الفوائد العالية" "العقد" نص العقد.___

حرر هذا العقد بثلاث نسخ يتألف كل طرف نسخة للعقد بموجبهها والثالثة تودع لدى الهيئة العامة للقوى العاملة.

ملاحظة / هذا النموذج يعد نموذجاً إرشادياً لشروط وأحكام عقد العمل في القطاع الأهلي، ويحق لكل شركة إعداد نموذج مماثل له على المطابعات الخاصة بها شرط أن يتضمن كافة الأحكام والشروط الواردة بهذا النموذج.