



Human Resources and
Social Development

Regulations for Non-Saudis Employment in Public Positions

Issued by Virtue of Civil Service Council Decision No. (45),
Dated 01/08/1398 AH).

1438 AH

Decision of Civil Service Council (Formerly) on Regulations Issuance

Kingdom of Saudi Arabia
Civil Service Council
General Secretariat

Decision No. (45)
Date: 01/08/1398 AH

Pursuant to Paragraph (b) of Article (9) of Civil Service Council Law, issued by virtue of Royal Decree (M/48), dated 10/07/1397 AH,

After reviewing the draft Regulations for Non-Saudis Employment in Public Positions, and Memorandum of the General Secretariat of the Civil Service Council No. (70), dated 01/07/1398 AH prepared for such subject.

The Civil Service Council decided the following:

First: Approving the Regulations for Non-Saudis Employment in Public Positions, in form attached hereto.

Second: Provisions of these Regulations shall apply to all non-Saudis working in field of education as of 01/11/1398 AH, as an exception to Article (52) herein.

Deputy Prime Minister
President of the Civil Service Council
Fahd bin Abdulaziz

Table of Contents

First: General Provisions.....	4
Second: Appointment	5
Third: Salaries and Bonuses	6
Fourth: Allowances and Compensations.....	7
Fifth: Leaves.....	10
Sixth: Delegation, Transfer and Secondment	11
Seventh: Duties	12
Eighth: Cancellation, Renewal and Termination	12
Ninth: Final and Transitional Provisions.....	15
(Unified Contract)	31

Regulations

First: General Provisions

Article (1)

Employment of non-Saudis in public positions in the Kingdom of Saudi Arabia shall be according to a contract concluded in accordance with the provisions set forth herein. The following shall be excluded:

- a. Those appointed to military jobs, e.g. Armed Forces, Public Security, National Guard, Border Guard, and the like.
- b. Those appointed in accordance with the Labor Law issued by virtue of Royal Decree (M/21), dated 06/09/1389 AH.

Article (2)

Notwithstanding the provisions of Article (1), these Regulations shall apply to all employment contracts whose duration is not less than one year, concluded by ministries, authorities, independent administrations and other government agencies. The Regulations further applies to employment contracts concluded by public institutions, other than institutions where non-Saudis employment is subject to special rules set by such institutions as per its ecosystem. The provisions of these Regulations shall not apply to employment contracts concluded with non-Saudi consultants, specialists, and experts who perform a service for a period of less than a year. In agreement by the contracting authority and the Minister of Civil Service, conditions of each contract shall indicate the work required to be carried out, term of contract, and dues of contractor, and other items that must be covered in such contracts.

Article (3)

The following terms and expressions, wherever mentioned herein, shall have the meanings ascribed thereto, unless the context requires otherwise:

Kingdom: Kingdom of Saudi Arabia.

Bureau: General Bureau of Civil Service (currently, Ministry of Civil Service).

Ministry: Ministries, agencies, independent administrations, public institutions, and any other governmental body subject to these Regulations.

Contractor: Non-Saudi who works in the Kingdom under a contract subject to the provisions of these Regulations.

Domicile: Country from which the contractor's passport was issued. In exceptional cases approved by the Ministry of Civil Service, the country where the contractor reside at the time of appointment may be deemed his domicile.

Year: Twelve months of the Hijri calendar unless otherwise stated.

Month: Hijri month.

Qualifications: Academic degrees, practical experience, personal characteristics, skills and abilities required by a job.

Second: Appointment

Article (4)

The following conditions shall apply for appointment:

- (a) A vacant post approved in the budget shall be available and this condition may be waived under approval of the Ministry of Finance.
- (b) A description of the post's duties and responsibilities as well as the minimum qualifications required for its occupancy shall be prepared and a single description may be sufficient for similar posts.
- (c) The Bureau (currently known as the Ministry of Civil Service) shall verify that the qualifications required for the post are not available in the Saudis. This is done by announcement of the job, and The Bureau (currently known as the Ministry of Civil Service) may skip this announcement in cases where it is clear that the announcement is futile.

Article (5)

The contractor is required to be:

- (a) More than 20 years old but not over 63 years old according to the Gregorian calendar.
- (b) Healthy fit for service.
- (c) Enjoys a good reputation and morality.
- (d) Holds the qualifications required for the job according to the general qualifications list.
- (e) Not legally convicted or convicted with an offence that violates honor and honesty.
- (f) Not subject to other contracts with another ministry unless the Ministry has notified him of its unwillingness to renew the contract.

Article (6)

If there are multiple applicants who meet the requirements of appointment, applicants with the best qualifications required for the job shall be chosen.

Article (7)

Drafting of the contract shall be in accordance with the form attached hereto (Annex 1). In exceptional cases, and after approval of the Bureau (currently known as the Ministry of Civil Service), the form may be amended if

Subject to the provisions of Clause (C), Article (4), the contract shall be concluded for a term of one, two or three years and may be renewed for a term of one or more years after receiving confirmation by the Bureau (currently known as the Ministry of Civil Service) that there is no Saudi replacement.

Article (9)

Subject to provisions of the following Article, the contract term shall begin from the day on which the contractor leaves its domicile heading to the Kingdom, provided that the duration between departure of the domicile and commencement of work, in accordance with the instructions given thereto, shall not exceed three days or from the day of the contractor's commencement of work and according to the Ministry's instructions if he/she is resident in the region where the post is located and the contract is signed therein.

Article (10)

As per teachers contracted with the Ministry of Knowledge or the Directorate General of Girls' Education (Currently known as the Ministry of Education) or any other entity that applies the academic year system beginning at the end of the summer, the contract term begins as set out in the preceding Article and ends at the last day after the beginning of the following academic year, except for those whose contracts are scheduled not to be renewed. In that case, the date of their contract expiration is the day on which other former teachers return to work after the summer vacation.

Article (11)

Contractors' salaries shall be determined according to the following:

- a. Payroll of Health Posts. (See Supplement No. 2).
- b. Payroll of Engineers according to the schedule thereof. (See Annex No. 3)
- c. Payroll of Engineers from developed countries (See Annex No. 4).
- d. Payroll of Specialists. (See Annex No. 5).
- e. Payroll of General Education Post. (See Annex No. 6).
- f. Payroll of Technical and Vocational Education Posts. (See Annex No. 7).
- g. Payroll of Technical, Vocational and Professional Assistants' Posts. (See Annex No. 8).
- h. Payroll of Administration Posts. (See Annex No. 9).
- i. In case of contractors from Europe, North America, and any other countries at the same level, the payroll shall be established by the Head of the General Bureau of Civil Service (currently known as the Ministry of the Civil Service), and instructions attached to each table shall be deemed an integral part thereof².

Previous experience shall only count if it is subsequent to the last academic qualification obtained by the contractor upon contracting. However, if the salary upon contracting is calculated on the basis of the lower qualification plus years of experience, the salary is increased according to the higher qualification plus years of experience, and the contractor is entitled to the higher salary.

Article (13)

After contracting, the contractor may be granted an annual bonus at the beginning of each new year of its contract, but not exceeding 5% of the salary.

Article (14)

In exceptional and rare cases requiring recruitment of highly reputable or world-renowned competent persons, a salary, beyond the limits set out in tables annexed hereto³, may be disbursed by agreement between the relevant Minister and the Head of the General Bureau of Civil Service (currently known as the Minister of Civil Service).

Article (15)

The rules set forth in the preceding articles are not prejudice to the agreements concluded between the Kingdom and other States or between the Kingdom and international organizations regarding the salaries of loaned personnel.

Article (16)

Amounts owed to the State by the contractor may be deducted from any of the contractor's amounts due to the contracting ministry or any other ministry under order of the competent minister, without the need for any other action. Except for the maintenance debt, the amount seized monthly shall not exceed half the contractor's net monthly salary.

Fourth: Allowances and Compensations

Article (17)

The Ministry provides the contractor and his family with air tickets as follows:

- (a) Once when traveling from its domicile to the Kingdom at the beginning of the contract unless he/she was a resident of the Kingdom at the time of its appointment, and the second time when he/she returns to its domicile at the end of the contract term.
- (b) Round-trip from the Kingdom to its domicile once a year during the term of the contract when he/she is authorized for a regular leave.

Article (18)

The contractor's family means:

5. Unmarried sisters.

Within the limit of four persons, including the contractor himself. Tickets shall be due for family members, whether travelling to or from the Kingdom with or without the contractor, and the dependency shall be proven by an official certificate of the Ministry's conviction.

Article (19)

Travel shall be on the shortest air route and on the Saudi Arabian Airlines as long as its services are available and the Ministry shall provide the contractor with tickets due to him/her and, in exceptional circumstances, it may authorize him/her to purchase the tickets provided that they shall be compensated for their value; If the contractor and its family wish to travel by land or sea at their own expense or wish to spend their vacation in the Kingdom, he/she may receive, from the Ministry, half of the unused tickets value due to him/her or be replace them by a shipping ticket equivalent to their value.

Article (20)

All travel tickets referred to in article (17) shall be:

- a. Economy class tickets.
- b. Discounted tickets as long as it works.
- c. Non-transferable.
- d. Non-refundable.

The Contractor shall be entitled to exchange the tickets due, to travel from the Kingdom to its domicile, with tickets to any other country provided that this it shall be at the same or at lower costs and in the event of an increase, he/she shall be obliged to pay the price difference.

Article (21)4

The Ministry shall pay the following to the contractor:

- (a) Housing allowance equivalent to three months' salary provided that it shall be not less than eight thousand (8000) Saudi Riyals. This allowance shall be paid in one instalment per year and in advance at the beginning of the contract term and then at the beginning of each renewal year. In the case of contracting with a woman and her Mahram (non-marriageable relative), one housing allowance shall be payable to the higher salary holder. The contractor shall not be entitled to a housing allowance if the Ministry secures him/her a house (5) (6) (7).
- (b) Furnishing allowance at the commencement of the contract at (50%) of the monthly salary.

Article (22)

The Ministry shall pay the contractor a monthly transportation allowance for his/her transportation to its duty station according to the following categories:

Salary	Transportation Allowance
Less than SAR 2000	SAR 300
More than SAR 2000 to SAR 3500	SAR 350
More than SAR 3500	SAR 400

Instead of paying the transportation allowance, the Ministry may provide the contractor with the appropriate means of transportation.

Article (23)

The contractor's air travel within or outside the Kingdom required for the performance of its function shall be as follows:

- (a) First class for those who have been registered on grade 10 and above.
- (b) Economy class for other grades and the Ministry may authorize the contractor to travel at its own expense if this does not affect the contractor's timely arrival at its duty station, and the contractor is then entitled to a compensation equal to the value of air travel at the economy class. If the performance of the functions requires the contractor to travel to an entity not linked to his/her original work place by means of an air transport, the Ministry shall secure overland travel to him/her and the Ministry is entitled to authorize the contractor to travel at its own expense. In that case, the contractor is entitled to a compensation equal to the value of traveling with public transportation.

Article (24)

A contractor delegated within the Kingdom shall be entitled to a daily delegation allowance as follows:

a	SAR 150 to those with salary less than SAR (2655)
b	SAR 200 to those with salary of SAR (2655) and less than SAR (4530)
c	SAR 400 to those with salary of SAR (4530) and less than SAR (7000)
d	SAR 600 to those with salary of SAR (7000) or more

In case of delegation outside the Kingdom, the allowance referred to shall be increased at the same rate as Saudi employees (8).

Article (25)

If the contractor's place of work changes by transferring him/her from one country to another, the contractor shall be paid a two months' salary up to a maximum of SAR three thousand 3,000, provided that the transfer is not at the contractor's will, and this allowance may not be paid more than once within the year.

If two contractors were transferred and one of them was a Mahram (non-marriageable relative) of the other, one transfer allowance shall be payable to the higher salary holder.

Article (26)

Fifth: Leaves

Article (27):

In addition to the public holidays, the employee shall be entitled to a full pay ordinary leave not less than forty-five (45) days for each year of his service, and the ordinary leave for the remaining part of year of service shall be in proportion to the aforementioned period. The employee shall be compensated for such leave with a full pay, and the amount of which shall be paid in advance at the beginning of the leave. Summer holiday for employees in the field of education is deemed to be an ordinary leave set forth in the Regulations. The Competent Minister may assign the employee in the field of education with duties related to his work during the leave, provided that the leave shall not be less than forty-five (45) days. The employee shall not be entitled to an ordinary leave for the period of the exceptional leave, secondment or absence. (11) (12)

Article (28):

The ordinary leave shall be obtained only after eligibility, and when necessary, the ordinary leave may be divided into two periods as maximum, and air tickets shall be given at the last period thereof.

Article (29):

According to the business requirements, the Ministry may postpone the eligibility for the ordinary leave, provided that the period of such postponement shall not exceed five (5) months as of the beginning of the employee's new year of service. Further, the Ministry may cancel the leave, wholly or partially, subject to the employee's approval, and the employee shall be compensated with an amount equivalent to his salary at the maturity year.

Article (30):

The employee who suffers an injury or disease that prevents him from performing his work temporarily and the injury or disease is caused by performance of work, is eligible to take sick leave not exceeding one month with full pay, which may be extended to two months with half pay, for each year of his service, and the ordinary leave for the remaining part of year of service shall be in proportion to the aforementioned period. In the event that injury or disease occurs while the employee is on an ordinary leave, the employee shall not be entitled to a sick leave and the sick leave shall be forfeited by the end of maturity year.

The rules governing the Saudi employees shall apply to prove injury or disease and determine the period of sick leave.

As for the medical reports issued from abroad, they shall be approved by the competent medical authority in the Kingdom.

Article (31):

The female employee shall be entitled to a full pay maternity leave for a period of forty-five (45) days, including public holidays

Article (32):

During the same year of service, the employee may combine more than one leave of the accrued leaves whenever the reasons for eligibility are met. (13)

Sixth: Delegation, Transfer and Secondment

Article (33):

The Ministry may not second the employee to another ministry for a period exceeding six (6) months, otherwise, the employee shall be transferred according to the provisions of the next article.

Article (34):

The Ministry may transfer the employee to another job inside the Ministry or in another ministry according to the following conditions: (14)

- a. The employee shall meet the required qualifications for the job to which he will be transferred,
- b. Making sure that there are no Saudi competencies to occupy the job to which the employee will be transferred, and
- c. The ministry from which the employee will be transferred and the ministry to which the employee will be transferred, in case of transfer to another ministry, shall approve the decision on transfer.

The name of the ministry to which the employee will be transferred shall replace the name of the ministry from which the employee will be transferred in the employment contract.

Article (35):

In case the employee is transferred to another ministry, the employment contract shall continue to be in force with regard to leaves, allowances and period of service as if the same is primarily enter into by the employee and the ministry to which the employee will be transferred

Seventh: Duties

Article (36):

- a. The employee shall comply with all provisions stated in Chapter Two, Part Two of the Civil Service Law promulgated by Royal Decree No. M/49 dated 10/07/1397 AH, entitled (Duties), as well as the complementary provisions stated in the Implementing Regulations of the aforementioned Law.
- b. As for the job faults committed during the service, the employee shall be governed by the Law of Employee Discipline promulgated by Royal Decree No. M/7 dated 01/02/1391 AH and all decisions complementary thereto. (15)

Eighth: Cancellation, Renewal and Termination

Article (37):

In the event that the employee has failed to perform his job duties in accordance with the communicated instructions without lawful or good reason within one month as of signing the contract, the Ministry may cancel the contract, then the contract shall be deemed void, and the Ministry shall notify the employee in writing and the employee's rights shall be forfeited.

Article (38):

If either party to the employment contract desires not to renew the contract, it shall notify the other party in writing at least two months prior to the expiry date of the contract. Otherwise, the employment contract shall be renewed for a similar period by law. If the employee is seconded from a foreign government and the Ministry does not desire to renew the contract, it shall notify the employee and the authority from which he is seconded as per the provisions set forth herein above.

Article (39):

The Ministry shall notify the employee of its desire not to renew the contract in the following cases:

- (a) In case there is no longer need to occupy the job subject matter of contract,
- (b) In case it finds a Saudi national meets the qualifications required for the job, and

¹⁵ How to treat the employee suspended from work duties:

The Council of Ministers has issued Decision No. 169 dated 21/12/1412 AH, which has been communicated by virtue of the letter of the Office of the Council of Ministers No. 691/8 dated 29/12/1412 AH stating:

The non-Saudi employee, suspended from work duties, provisionally imprisoned or suspended from work and banned from travel, shall be treated as the Saudi

- (c) In case the employee has attained the age of sixty three calendar years. The competent minister may, in agreement with the Minister of Civil Service, extend the employee's period of service until the age of sixty five calendar years. (16) (17)

Article (40):

The contract shall be terminated before its expiry date in the following cases:

- (a) Acceptance of resignation,
- (b) Absence from work without lawful or good excuse to be accepted by the Ministry, for a period exceeding fifteen (15) days, whenever the Ministry considers that the contract shall be terminated for such reason,
- (c) Job cancellation,
- (d) Disability to work,
- (e) Eligibility to occupy the job,
- (f) Disciplinary dismissal under a decision of the conciliation board,
- (g) Dismissal for public interest, and
- (h) The employee is sentenced with Shariah punishment, being convicted of an offence against honor or honesty, or being imprisoned for a period exceeding one year for any crime.

Article (41):

At the end of service, the employee recruited under a personal contact shall be entitled to an end of service gratuity equivalent to half month for each year of his service, even if it is prior to the effectiveness of these Regulations, provided that the employee has completed three consecutive years of service minimum under the contract, and in all cases, the amount of gratuity shall not exceed an amount of fifty (50,000) Saudi Riyals.

Article (42):

At the end of service, the employee recruited under a secondment contact shall be entitled to an end of service gratuity equivalent to half month for each year of his service, even if it is prior to the effectiveness of these Regulations, provided that the employee has completed three consecutive years of service minimum under the contract, and in all cases, the amount of gratuity shall not exceed an amount of twenty-five (25,000) Saudi Riyals.

Article (43):

- a. The employee whose service terminated for job cancellation or dismissal for public interest shall be compensated with two-month salary or the salaries of the remaining period of the contract, whichever is less.

- b. In case the employee suffers an injury, permanent disability that prevents the employee from performing his job duties, the non-Saudi employee, or his heirs in case of death, shall be treated as the Saudi employee in accordance with the provisions stated in the Civil Service Law and its Implementing Regulations, provided that disability or death are attributed to the work. (18)

Article (44):

The end of service gratuity or compensation set forth in Articles (41, 42 and 43/A) shall be calculated as per the employee's salary at the end of service.

Article (45):

If the employee's service is terminated due to work disruption, dismissal under a decision of the conciliation board or conviction of a crime, the employee's right to compensation for the leave period and the end of service gratuity is forfeited.

Article (46):

The housing allowance shall not be refunded if the employment contract is terminated before the expiry date in the following cases:

- 1- Employee's death,
- 2- Termination of the contract for public interest, and
- 3- Hiring a Saudi national to occupy the position. (19)

If the employment contract is terminated for reasons other than the above, the due housing allowance shall be calculated based on the number of months of the employee's service.

Article (47):

In the event of the employee's death, the Ministry pays all necessary repatriation expenses for him/her and his/her family. In case of the death of one of the Contract Employee's family members set forth in Article (18) hereof, the Ministry pays for the decedent's repatriation and a return ticket for the accompanying family member.

Article (48):

- a. After obtaining the Ministry's approval, it is permissible to contract with a non-Saudi citizen that has already worked for any ministry and left it due to employment contract's expiry, resignation or cancelation of the position, provided that the report of the last year of service shall be ranked (good) as minimum.
- b. It is not permissible to contract with the non-Saudi citizen that has been terminated for the public interest without obtaining the approval of the terminating authority.
- c. It is not permissible to contract with the non-Saudi citizen that has been terminated due to work disruption, except for the cases with which the Minister of Civil Service is satisfied with the justifications for absence. Further, it is not permissible to contract with the non-Saudi citizen that has been terminated for disqualification, terminated for disciplinary dismissal under a decision from

Ninth: Final and Transitional Provisions

Article (49):

All amounts paid to the employee, as well as cash and in-kind benefits under the employment contract, shall be subject to taxes, charges and other costs prescribed in the Kingdom as of signing the contract and as amended thereafter.

Article (50):

Any case or claim arising out of any of the employment contract's clauses shall be referred to the Grievance Board in the Kingdom of Saudi Arabia to consider and resolve the same in accordance with the Grievance Board Law, pleadings and procedures. (20)

Article (51):

The Minister, Head of the Independent Agency, the Minister of Civil Service or his authorized representative, respectively, shall implement the provisions of these Regulations in accordance with the rules applicable to the Saudi employees.

Article (52):

Without prejudice to the provisions Article (14), the provisions of these Regulations shall apply to the newly hired employees as of contract date. As for the current contracts, the provisions of these Regulations shall apply to them as of the contract's renewal date for those whose contracts are valid for one year. With regard to those employees whose contracts are valid for more than one year, the provision of these Regulations shall apply as of the nearest contract year as from the effective date of these Regulations. Moreover, it is permissible to grant the employee an annual bonus in accordance with Article (13), in case the service is terminated and a new contract is concluded with the same employee, which stipulates his salary in the new contract in accordance with the provisions of these Regulations.

Article (53):

The Minister of Civil Service shall have the right to recognize the equivalence of certificates that have not been provided for in these Regulations and the annexed tables, for the functional purposes only. (21)

Annex No. (1)

(Employment Contract)

It is on --/--/14—AH corresponding to --/--/2000 AD, this contract has been made and entered into by and between:

First: Ministry Agency Public Institution, hereinafter referred to as the (“Ministry”)

Second:, hereinafter referred to as the (“Employee”).

Parties have agreed as follows:

Article (1):

The Employee shall perform duties of position at the premises of the Ministry or its branches. The duties of the position shall include:

- (a)
- (b)
- (c)
- (d) Any other duties assigned by the Ministry, and the Employee shall undertake to perform the duties and responsibilities assigned thereto accurately, honestly and as best as possible.
(The Employee shall perform his work based on 48 working hours per week) (22).

Article (2):

This employment contract shall remain valid for, and such period shall commence as of the date when the Employee leaves his homeland to the Kingdom, provided that the period between departure and commencement of work, as instructed by the Ministry, shall not exceed three days or as of the day when the Employee commences work as instructed by the Ministry, in case the Employee is resident at the country where he will work and sign the contract.

Article (3):

The Ministry shall pay the Employee a monthly salary amounting to (.....) in words

Article (4):

The Ministry shall provide the Employee and his family members with the following air tickets:

- a. The employee shall receive one-way airplane tickets from his or her country to the Kingdom at the beginning of employment, unless the Employee is a Kingdom resident, and another ticket when the Employee repatriates at the end of the employment contract. This is inapplicable in the case of Kingdom residents and those who have not completed two years of service.
- b. The employee shall receive a round-trip ticket per year during the contract period, when the Employee is permitted to take an ordinary leave, and the air tickets shall be granted for four persons as maximum, including the Employee himself.

Article (5):

The Ministry shall pay the Employee the following amounts:

- (a) Housing allowance amounting to (in numbers), in words Saudi Riyals.

This allowance shall be paid once a year or in advance at the beginning of the contract period and then at the beginning of each year of renewal. The Employee shall not be entitled to receive housing allowance in case the Ministry provides him/her with a residence (female) (23).

- (b) Processing allowance at the beginning of the contract amounting to (50%) of the prescribed monthly salary.

Article (6):

The Employee shall be entitled to a full pay ordinary leave not less than forty-five (45) days for each year of his service. Summer holiday for employees in the field of education is deemed to be an ordinary leave. The Competent Minister may assign the employee in the field of education with duties related to his work during the leave, provided that the leave shall not be less than forty-five (45) days.

Article (7):

The ordinary leave shall only be obtained after eligibility, and when necessary, the ordinary leave may be divided into two periods as maximum, and the air tickets shall be given at the last period thereof.

Article (8):

According to the business requirements, the Ministry may postpone the eligibility for the ordinary leave,

The employee who suffers an injury or disease that prevents him from performing his work temporarily and the injury or disease is caused by performance of work, is eligible to take sick leave not exceeding one month with full pay, which may be extended to two months with half pay, for each year of his service. In the event that injury or disease occurs while the employee is on an ordinary leave, the employee shall not be entitled to a sick leave.

Article (10):

The female employee shall be entitled to a full pay maternity leave for a period of forty-five (45) days, including public holidays.

Article (11):

- (a) The employee shall comply with all provisions stated in Chapter Two, Part Two of the Civil Service Law promulgated by Royal Decree No. M/49 dated 10/07/1397 AH, entitled (Duties), as well as the complementary provisions stated in the Implementing Regulations of the aforementioned Law.
- (b) As for the job faults committed during the service, the employee shall be governed by the Law of Employee Discipline promulgated by the Royal Decree No. M/7 dated 01/02/1391 AH and all decisions complementary thereto.

Article (12):

In the event that the employee has failed to perform his job duties in accordance with the communicated instructions without lawful or good reason within one month as of signing the contract, the Ministry may cancel the contract, then the contract shall be deemed void, and the Ministry shall notify the employee in writing and the employee's rights shall be forfeited.

Article (13):

If either party to the employment contract desires not to renew the contract, it shall notify the other party in writing at least two months prior to the expiry date of the contract. Otherwise, the employment contract shall be renewed for a similar period by law.

Article (14):

The contract shall be terminated before its expiry date in the following cases:

- a. Acceptance of resignation,
- b. Absence from work without lawful or good excuse to be accepted by the Ministry, for a period exceeding fifteen (15) days, whenever the Ministry considers that the contract shall be terminated for such reason,
- c. Job cancellation,
- d. Disability to work,

Article (15):

- (a) At the end of service, the employee recruited under a personal contact shall be entitled to an end of service gratuity equivalent to half month for each year of his service, provided that the employee has completed three consecutive years of service minimum under the contract, and in all cases, the amount of gratuity shall not exceed an amount of fifty (50,000) Saudi Riyals.
- (b) At the end of service, the employee recruited under a secondment contact shall be entitled to an end of service gratuity equivalent to half month for each year of his service, provided that the employee has completed three consecutive years of service minimum under the contract, and in all cases, the amount of gratuity shall not exceed an amount of fifty (25,000) Saudi Riyals.

Article (16):

- (a) The employee whose service terminated for the job cancellation or dismissal for public interest shall be compensated with two-month salary or the salaries of the remaining period of the contract, whichever is less.
- (b) In case the employee suffers an injury, permanent disability that prevents the employee from performing his job duties, the non-Saudi employee, or his heirs in case of death, shall be treated as the Saudi employee in accordance with the provisions stated in the Civil Service Law and its Implementing Regulations, provided that disability or death are attributed to the work.

Article (17):

If the employee's service is terminated due to work disruption, dismissal under a decision of the senate or conviction of a crime (or if it is proved that he gives private tuitions), the employee's right to compensation for the leave period and the end of service gratuity is forfeited.²⁴

Article (18):

All amounts paid to the employee, as well as cash and in-kind benefits under the employment contract, shall be subject to taxes, charges and other costs prescribed in the Kingdom as of signing the contract and as amended thereafter.

Article (19):

In the event of the employee's death, the Ministry pays all necessary repatriation expenses for him/her and his/her family. In case of death of one of the Contract Employee's family members set forth in Article (18) hereof, the Ministry pays for the decedent's repatriation and a return ticket for the accompanying family member.

Article (20):

Article (21):

It is required to refer to Regulations of Employment of Non-Saudis in Public Positions issued under Civil Service Council Decision No. (45) dated 01/08/1398 AH where no text is mentioned in this regard.

Article (22):

Executed in one original copy and copies, one copy has been given to the employee for free and the Ministry will keep the original copy and the remaining copies.

Employee	Ministry
Name:	Name:
Signature	Signature
	position

Annex No. (2)

Payroll of Health Positions after adding Cost of Living Allowance at (15%) as per Royal Order No. (A/23) dated 20/03/1432 AH (26)

Group	Category	Qualifications and Experience		Experience	Those of qualifications from developing countries			Those of qualifications from developed countries (9)		
		Qualifications			Basic Salary	Experience Bonus	Maximum Salary	Basic Salary	Experience Bonus	Maximum Salary
(7) Physicians (Physicians and Dentists)	Resident Physician	Bachelor of Medicine		the category, it is required consider the satisfaction of the required years of experience after obtaining the minimum qualification for occupying the category as specified in Regulations of Health Positions	4600	230	8050	6900	460	13800
		Bachelor of Medicine + (one year) Diploma at least			7420	380	13120	9655	585	18430
	Deputy Physician	Master of Medicine or equivalent after (two-year) study minimum after obtaining Bachelor Degree			9260	505	16835	15355	865	28330
		PhD of Medicine or equivalent after (three-year) study minimum			10755	530	18705	17940	900	31440
	Consultant Physician	PhD of Medicine or equivalent after (three-year) study minimum			12145	665	22120	25625	1105	42200
Pharmacists	Pharmacist	Bachelor Degree			2415	175	5040	4830	345	10005
	Senior Pharmacist	Master Degree			3335	175	5960	6670	345	11845
	Consultant Pharmacist	PhD			4140	230	7590	7455	415	13680
Specialists other than Physicians	Specialist	Bachelor Degree	For Specialties: (Social Specialist, Hygiene Specialist, Physiotherapist, Optometrist, Nutritionist)		2415	175	5040	8455	605	17530
	Senior Specialist	Master Degree			3335	175	5960	10340	535	18365
	Consultant Specialist	PhD		4140	230	7590	11925	665	21900	
	Specialist	Bachelor Degree		4110	295	8535	8455	605	17530	
	Senior Specialist	Master Degree								

		Secondary School + (three-year) Diploma minimum		2935	115	4660	10560	415	16785
Health Assistants	Health Assistant	Secondary School + (one-year) Diploma minimum		1985	115	3710	3970	185	6745

Instructions of Payroll of Health Positions: (28)

1. Upon contracting, the employee is required to have two-year experience as minimum, except for cases when the application of this condition is not possible, after agreement with the Ministry of Civil Service. Exception shall not include the categories that require satisfaction of the years of experience for occupation as specified in Regulations of Health Positions.
2. Validity of contract requires the employee to have the academic qualification required for the category and number of years of experience required for occupation as specified in Regulations of Health Specialties. As for the excessive academic qualifications, if available, the employee is entitled to an experience bonus as per its period, provided that such period shall not intervene with the calculated years of experience to avoid duplication.
3. Maximum years of experience to be calculated at the beginning of the contract and for which a bonus is granted is (15) years, provided that such period shall be spent after obtaining the academic qualification accounted for salary determination and as per the nature of the position. The period of (15) years of experience shall include the (two-year) experience required to be satisfied at the beginning of the contract, the period of the excessive academic qualifications as stated in paragraph (2) above, and the years of experience required for occupying the category specified in Regulations of Health Positions, for which the employee will be entitled to an experience bonus.
4. To calculate the experience gained within the Kingdom at private sector hospitals, clinics and health centers, it is required that such entities shall meet the controls ensured by the Ministry of Civil Service.
5. The experience considered in salaries determination is the experience term spent at government, university or recognized civil hospitals. The internship period, the period of experience at private hospitals and the period of experience at unrecognized hospitals shall not be included.
6. The contracting authority shall issue an occupational classification certificate for employee's academic and practical qualification from the Saudi Commission for Health Specialties to confirm the employee's occupational competency for the category for which it will contract with him as well as professional registration for the employee by the Saudi Commission for Health Specialties.
7. Physicians:
 - 7.1. Salary becomes due based on the physician's dedication to work for government sector and do an additional work not less than three hours per day.
 - 7.2. It is required to comply with the professional category title as specified in Regulations of Health Positions.
8. (Technician) obtained qualifications from developing countries:
 - An increase over the salary at (60%) shall be granted to senior nurses, workers in critical

to another department, which shall be referred to in the concluded contract. It is permissible that His Excellency Minister of Health and Minister of Civil Service will agree to add other job titles, when needed.

9. Developed Countries:

9.1. The application of the payroll shall be limited to those obtained their qualifications and experience from the following countries: (United States of America, Canada, Europe, Japan, Australia, New Zealand, South Africa, Singapore, Cuba, Malaysia), provided that their work in the Kingdom shall be limited to hospitals including hypnosis and follow up of treatment departments. It is permissible that His Excellency Minister of Health and Minister of Civil Service will agree to add other countries, when needed.

10. Experience gained in a developing country grants an experience bonus for the developing countries even if the academic qualification is obtained from a developed country. Similarly, as for the experience gained in a developed country, it grants an experience bonus for developed countries even if the academic qualification is obtained from a developing country, subject to compliance with the conditions stated in paragraph (9.1) above.

Note:

His Excellency Minister of Civil Service has issued Letter No. 29778 dated 10/07/1426 AH to His Excellency Minister of Health regarding the minutes of the committee composed by the National Guard, Ministries of Defense, Aviation, Interior, Health, Finance, Civil Service and King Saud University about the calculation of experience when contracting with non-Saudis to occupy the medical and auxiliary medical positions that it (is permissible) to primarily contract with those non-Saudis within the number of years of experience gained from abroad, provided that the period shall not exceed the maximum limit, whether the contract is concluded from inside or from abroad, as per the business need and recruitment of excellent medical and technical staff. Further, it is permissible to consider such experience when renewing the contract, provided that the employee should have attached the (considered) experience when contracting for the first time and the same is registered in Contract Request Form (147) or contract card. Compliance with these instructions shall not result in any retroactive financial obligations. These instructions shall not include the experience gained after contracting and as a result of work within the Kingdom, as such services have been calculated and for which he has obtained periodic bonuses.

Annex No. (3)

Payroll of Engineers after adding Cost of Living Allowance at (15%) as per Royal Order No. (A/23) dated 20/03/1432 AH (29)

Qualifications	Basic Salary	Experience Bonus	Maximum years of Experience	Maximum Salary
Bachelor of Engineering	3335	150	15	5585
Master of Engineering	3910	175	15	6535
PhD of Engineering	4715	345	15	9890

Instructions of Engineers Payroll:

- A- The engineers' payroll shall apply to contracted persons for position titled engineer such as civil engineer, electrical engineer or architect and the like.
- B- The experience considered in salary determination is the experience term spent on engineering works, which shall be proved under a certificate issued by government authorities, recognized engineering syndicates or societies.
- C- Salary becomes due based on the engineer's dedication to work for government sector.
- D- The employee shall have two-year experience minimum, except for cases when the application of this condition is not possible.

Annex No. (4)

Engineers' payroll from applicant countries (non-Saudis) after adding a cost-of-living allowance of (15%) as per Royal Decree No. (A/23) dated 20/03/1432 AH. (30)

Qualifications:	Basic Salary	Experience allowance	Maximum years of experience	Maximum salary
Bachelor's Degree in Engineering	6900	345	15	12075
MSc Degree in Engineering	8050	405	15	14125
PhD in Engineering	9775	490	15	17125

Annex No. (5)

Engineers' payroll after adding a cost-of-living allowance of (15%) as per Royal Decree No. (A/23) dated 20/03/1432 AH (31)

Qualifications:	Basic Salary	Experience	Maximum years of	Maximum salary
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Engineers Payroll Instructions:

When estimating the salary according to this payroll, the following shall be considered:

1. The experience considered in estimating the salary is the experience in position nature for which the contractor is appointed.
2. The salary shall be due on the basis of the contractor's commitment to devote him/herself entirely to government work.
3. The contractor must have practical experience of no less than (2) two years, except in cases where this condition cannot be applied.
4. The specialized positions to which this payroll applies shall mean, exclusively, the following:
 - a. Group for general specialized positions, except for physicians and engineers as indicated in classification guide.
 - b. Positions whose titles are ranked at least sixth (organization specialist, organization and management researcher, planning specialist, planning researcher, budget specialist, budget researcher, computer methods analyst, programmer, statistics specialist, marine inspector, antiquities inspector, classification specialist, examinations specialist, librarian, translator, account analyst, accountant, customs specialist, warehouse specialist, social worker, social researcher, sports specialist, manpower specialist, journalist researcher, broadcaster, news monitor, publications controller, TV shows controller, executive director, agricultural engineer, auditor, (account auditor, auditor) in the regulatory agencies. English editor, economic researcher, statistics specialist, cases researcher, training researcher in training devices only, financial auditor, historical research specialist, psychological researcher, cultural researcher (manuscripts researcher, documents researcher, libraries researcher) at King Abdulaziz Foundation for Research and Archives (Darah), agricultural credit researcher, media researcher, forestry specialist, IQ specialist, Islamic studies specialist, nutrition specialist, chemical science laboratory specialist, trainer at IDS, news editor, nutritionist, statistical researcher, English magazine editor, producer, and any other position that the General President of General Bureau of Civil Service (currently, Ministry of Civil Service) deems to be added.
5. The qualification shall be in the same specialization as the position, except for positions for which there is usually no specialization in universities, such as broadcasters and customs specialists.

Annex No. (6)

General education payroll after adding a cost-of-living allowance of (15%) as per Royal Decree No. (A/23) dated 20/03/1432 AH(32)

Qualifications:	Basic Salary	Experience allowance	Maximum years of experience	Maximum salary
Intermediate certificate + two-year educational diploma.	1350	70	15	2400
Intermediate certificate + three-year educational diploma.	1545	70	15	2590
Intermediate certificate + four-year educational diploma.	1740	70	15	2790
Intermediate certificate + five-year educational diploma.	1935	70	15	2985
Intermediate certificate+ six-year educational diploma.	2120	70	15	3170
High school diploma	1545	85	15	2820
High school diploma + one-year educational diploma.	1740	85	15	3015
High school diploma + two-year educational diploma	1935	85	15	3210
High school diploma + three-year educational diploma	2120	85	15	3395
Non-educational university degree.	2220	100	15	3720
Non-educational university degree + educational diploma for a period of not less than one year.	2600	115	15	4325
Non-educational MSc degree.	2795	115	15	4520
Educational university degree.	2510	115	15	4235
Educational university degree + educational diploma for a period of not less than one year	2900	115	15	4625
Educational MSc degree.	3280	140	15	5340
Educational or non-educational PhD degree.	4715	175	15	7340

General Education Payroll Instructions:

When estimating the salary according to this payroll, the following shall be considered:

- The salaries of teachers and the like are estimated according to the definition specified in Article (3) hereof.

- c. The person who is contracted in the field of general education, and who does not hold an educational degree, shall have practical experience of no less than two years, except for the rare qualifications whose requirements cannot be met.
- d. Those who hold a rare qualification may be granted an allowance not exceeding 20% of the salary determined according to this payroll. Bureau shall determine the rare qualifications included in this description at the beginning of each academic year.

Annex No. (7)

Technical and vocational education payroll after adding a cost-of-living allowance of (15%) as per Royal Decree No. (A/23) dated 20/03/1432 AH(33)

Qualifications:	Basic Salary	Experience allowance	Maximum years of experience	Maximum salary
Industrial or agricultural intermediate certificate.	1470	95	15	2895
Intermediate certificate with a two-year industrial or agricultural diploma.	1725	95	15	3150
An industrial or agricultural secondary certificate or intermediate certificate with a three-year industrial or agricultural diploma.	2070	115	15	3795
One-year industrial or agricultural diploma after high school or vocational secondary school.	2300	115	15	4025
Two-year industrial or agricultural diploma after high school or vocational secondary school.	2645	115	15	4370
Three-year industrial or agricultural diploma after high school or vocational secondary school.	3050	115	15	4775
Four-year industrial or agricultural diploma after high school or vocational secondary school.	3335	140	15	5435
Bachelor's degree in engineering.	3335	140	15	5435
MSc degree in engineering.	3910	175	15	6535
PhD in Engineering.	4715	345	15	9890
One-year diploma of commerce after the commercial secondary school.	1785	95	15	3210
Two-year diploma of commerce after the commercial secondary school.	2015	95	15	3440
Bachelor of Commerce.	2415	115	15	4140
Bachelor of Commerce with an	2645	115	15	4370

Technical and Vocational Education Payroll Instructions:

1. (a) This payroll applies to technical education schools, institutes and centers and does not apply to general education schools and institutes, even if the teacher holds one of the qualifications stipulated in this payroll. It also includes technical and vocational schools, industrial, agricultural and commercial schools, vocational training centers, nursing schools and technical assistants institute.
 - (b) Technical, industrial, applied arts and fine arts degrees for four years after high school shall be equivalent to an industrial diploma or an agricultural diploma for four academic years after high school.
 - (c) A higher technical institutes certificate that is equivalent to a bachelor's or MSc degree in engineering shall be equivalent to these two qualifications, as the case may be.
 - (d) The qualifications of technicians and professionals from the specializations (Linotype printing technician- Printing technician -Offset Printing technician-Intertype printing technician - Zincograph printing technician- Printing machinery technician) shall be equivalent to the industrial diploma qualification for a period of three academic years after the intermediate certificate if they hold the intermediate certificate with three years of experience in a recognized printing institution and shall be equivalent to the industrial diploma qualification for three academic years after high school if they hold a high school certificate with three years of experience in a recognized printing institution.
 - (e) Bachelor's, Master's, or PHD in agriculture, veterinary medicine, pharmacy, nutrition, computer, or nursing shall be equivalent to degrees in engineering.
 - (f) Holders of qualifications in medicine shall be subject to the payroll of human physicians.
 - (g) Holders of a qualification in drawing or nursing, except for what was mentioned, shall be subject to the payroll of craftsmen and professionals.
 - (h) Holders of other qualifications other than those mentioned shall be subject to the general education payroll.
2. The experience considered in determining the salary means the experience gained in a recognized governmental or private entity and in the following or similar positions: teacher, social supervisor, educational mentor, assistant principal, principal, technical inspector.
 3. When contracting, the contractor must have practical experience of no less than two years, and this condition may not be considered if it is not possible to obtain someone who possesses that experience.

Annex No. (8)

Technical assistants, professionals and craftsmen payroll after adding a cost-of-living allowance of (15%) as per the Royal Decree No. (A/23) dated 3/20/1432 AH (34)

Qualifications:	Basic Salary	Experience allowance	Maximum years of experience	Maximum salary
One-year technical or vocational diploma after elementary school.	1035	70	15	2085
Two-year technical or vocational diploma after elementary school.	1210	70	15	2260
Three-year technical or vocational diploma after elementary school.	1470	70	15	2520
Four-year technical or vocational diploma after elementary school.	1725	70	15	2775
Vocational intermediate certificate.	1470	95	15	2895
Vocational intermediate certificate + One-year technical or vocational diploma	1700	95	15	3125
Vocational intermediate certificate + Two-year technical or vocational diploma	1985	95	15	3410
Vocational intermediate certificate + Three-year technical or vocational diploma	2295	95	15	3710
Vocational secondary.	1985	115	15	3710
Vocational secondary + technical or vocational diploma for a period of not less than one year	2245	115	15	3970
Vocational secondary + technical or vocational diploma for a period of not less than two years.	2590	115	15	4315
Vocational secondary + technical or vocational diploma for a period of not less three years.	2935	115	15	4660

Technical Assistants, Professionals and Craftsmen Payroll Instructions

When estimating the salary according to this payroll, the following shall be considered:

1. Elementary school certificate with three years of experience shall be equivalent to a one-year post-elementary diploma.
2. Intermediate certificate with three years of experience shall be equivalent to vocational or technical certificate.
3. High school diploma with three years of experience shall be equivalent to vocational secondary certificate.
4. For those on duty who do not have the minimum required qualifications, six years of experience is

Annex No. (9)

Administrative positions payroll after adding a cost-of-living allowance of (15%) as per Royal Decree No. (A/23) dated 20/03/1432 AH(35)

Qualifications:	Basic Salary	Experience allowance	Maximum years of experience	Maximum salary
(Translators)	1840	95	15	3265
High school diploma with experience in the field of translation required for a period of not less than three years.				
High school diploma with a foreign language diploma for a period of not less than one year and proficiency in translation from Arabic into the required foreign language and vice versa.	2070	105	15	3645
High school diploma and proficiency in translation from Arabic into the required foreign language and vice versa with a foreign language diploma for a period of not less than two years.	2185	115	15	3910
(Other administrative positions)	1610	70	15	2660
University degree.				
High School certificate.	1290	50	15	2040

Administrative positions payroll instructions that shall be considered when estimating the salary:

1. The salary is estimated according to the position category as shown in the payroll, and the salary of translators whose qualifications are less than a university degree shall be estimated according to what is specified in the payroll.
2. The salary estimate for the category of typist positions shall be according to the job title. If the job title is called "Typist", then the salary is estimated on the basis that it is a typist for Arabic language only, but if the job title is called "Arabic and foreign languages Typist", and there are qualifications to fill this position, so the salary is then estimated on this basis.
3. Foreign languages typist shall be treated as Arabic and foreign languages typist.
4. Salaries for administrative positions shall be estimated as follows:
 - a. If the position is ranked sixth or above, then the salary is estimated on the basis of the university degree or the secondary certificate, in addition to the necessary experiences, taking into account the maximum number of calculated years of experience.
 - b. If the position is ranked fifth or less, the salary is determined on the basis of the secondary certificate in addition to the available experiences within the maximum number of calculated years of experience, and

Annex No. (10)

Payroll of English Teachers after adding Cost of Living Allowance at (15%) as per Royal Order No. (A/23) dated 20/03/1432 AH (36)

Qualifications	Basic Salary	Experience Bonus	Maximum Years of Experience	Maximum Salary
Teachers' Qualification – after Secondary School (three-year) (Teachers Training Certificate)	4830	175	15	7455
Master's Degree after Secondary School	4830	175	15	7455
University Degree (B.A.)	5175	175	15	7800
University Degree + Diploma of Education (B.A. + Dip. Of Educ)	5865	210	15	9015
University Degree + TEFL (B.A. + T.E.F.L)	6040	210	15	9190
University Degree + Above Diplomas (B.A. + T.E.F.L + Dip)	6385	225	15	9760
Master's Degree (M.A.)	6210	225	15	9585
Master's Degree + Diploma of Education (M.A. + Dip. Of Educ)	6385	245	15	10060
Master's Degree + TEFL (M.A. + T.E.F.L)	6555	245	15	10230
Master's Degree + Above Diplomas (M.A. + T.E.F.L + Dip. Of Educ)	6730	260	15	10630
Master's Degree in TEFL (M.A. in T.E.F.L)	6555	245	15	10230

Instructions of Payroll of English Teachers:

- A- It is not permissible, in teaching field, to contract with a person who does not have any of the qualifications stated in the payroll.
- B- It is not permissible to contract with a person who does not have at least two-year of experience in the nature of the relevant work.
- C- Among the holders of qualifications, it is preferable to contract with a person whose experience lies in teaching such language to Arab students.

(Unified Contract)

To be used in Embassies, Representations and Commercial Attaché Offices Abroad

- This contract has been drafted as per the agreement between the Ministry of Civil Service and the Ministry of Foreign Affairs as approved by His Royal Highness the Minister of Foreign Affairs by virtue of his Letter No. (2112) dated 21/01/1418 AH in accordance with Article (4/6) of the Implementing Regulations of Civil Service Law, which is currently included within (Regulations of Employment in Public Positions), Clause No. (7) stating: (Representations and Attaché Offices abroad may contract with Saudis and non-Saudis as per rules agreed upon between the Ministry of Civil Service and the Ministry of Foreign Affairs).

In the Name of Allah, the Most Gracious, the Most Merciful

Kingdom of Saudi Arabia

Saudi Embassy in

Attaché

(Employment Contract)

It is on the first day of month of 14—AH corresponding to --/--/20—AD

This Contract has been made and entered into by and between:

1. Representation of the Kingdom of Saudi Arabia in, herein represented by:

Mr. (First Party)

Position:

2. Mr. (Second Party)

Nationality:

Type of ID: No.: Issue Date: --/--/---- Issued from:

Therefore, both Parties have agreed as follows:

Article (1):

The Second Party will work for the First Party in as
position

The duties of the position includes the following:

(A)

(B)

(C) Obey line managers, perform functional duties accurately and honestly as best as possible, save time,
keep documents, tools, machinery, devices and property of the commission (representation or attaché).

(D)

Article (2):

Parties have agreed that the duration of this contract should be (one year), which shall be automatically renewed, unless either Party notifies the other in writing of his desire to terminate the contract at least two months prior to expiry date.

Article (3):

The (Second Party) primarily employed shall undergo a three-month probationary period, and the (First Party) may, during or at the end of such period, terminate the Contract in accordance with Article (16/K), and therefore, the (Second Party) will not be entitled to any rights or remedies save as the salary of the period of service.

Article (4):

The Second Party shall assume his functional duties at its relevant location no later than three days as of signing on the contract; otherwise, the Contract shall be deemed void, unless delay is attributed to a compelling reason acceptable to the First Party.

Article (5):

The Second Party shall be medically fit, free of infectious and chronic diseases and permanent disabilities that prevents him from undertaking functional duties. This is evidenced by a medical report approved by the entity determined by the First Party. If it is proved otherwise in the future, the (First Party) may terminate the contract.

Article (6):

The First Party may assign the Second Party to perform an official task or tasks outside the work location for a period or periods not exceeding one month per year in total. In such case, the Second Party shall receive the salary of one day for each night spent outside the work location. Further, the First Party shall provide the necessary means of transport, economy class air-ticket, train or car fare.

Article (7):

The First Party shall pay the Second Party a basic salary of only (SAR. . . .), payable at the end of each Hijri month, which shall include the social and health insurance etc. (37)

Article (8):

Upon annual renewal of the contract, the (First Party) may grant the (Second Party) an annual bonus at (5%) of the monthly salary as maximum based on the Second Party's competency and activity, subject to the Ministry's prior approval.

Article (9):

The Second Party shall be entitled to a full-pay ordinary leave of (thirty) days per year.

Article (10):

The (First Party) may postpone the (Second Party's) ordinary leave, provided that the period of postponement shall not exceed five months as of the leave maturity date. In addition, it may divide the leave into two periods if the business interest so requires, and no financial compensation is granted in lieu of the leave.

Article (11):

In emergency cases with which the (First Party) is satisfied, the First Party may grant the (Second Party) an emergency leave for five days per year maximum.

Article (12):

The (Second Party) – in the event of a female employee – shall be entitled to a full-pay maternity leave for forty days, including public holidays.

Article (13):

- a. The Second Party who suffers an injury or disease that prevents him from performing his work temporarily and the injury or disease is caused by performance of work, is eligible to take sick leave not exceeding one month with full pay, per year. In the event that injury or disease occurs while the (Second Party) is on an ordinary leave, the Second Party shall submit a medical report certified by the authority determined by the (First Party). Further, the Second Party shall not be entitled to a sick leave by the end of maturity year.
- b. In case the injury or disease is attributed to work and occurs while the Second Party performs his work, without any fault or default on his own part, the (Second Party) shall be entitled to a full-pay sick leave for three months maximum per year under a medical report certified by the authority determined by the First Party.
- c. In case the (Second Party) enjoys his due sick leaves set forth in Paragraph (A) or (B) hereof and does not resume his work, becomes medically unfit or suffers some infectious or chronic diseases or

Article (15):

Upon the end of service, the (Second Party) shall be entitled to an end of service gratuity amounting to half-month salary per each year of service in accordance with the last salary received at a maximum of (SAR 40,000) forty thousand Saudi Riyals or equivalent as per the following conditions:

- (a) The (Second Party) should have completed at least three consecutive years of service in the representation.
- (b) The reason for terminating the contract shall not be one of those stated in Article (16/F-G-H-I-J).

Article (16):

The contract shall be terminated before its expiry date in the following cases:

- a. Termination of the Second Party's employment for the public interest.
- b. Cancellation of the position subject matter of contract.
- c. Death.
- d. Health-related incapacity for work or expiry of the period of sick leaves.
- e. Acceptance of resignation.
- f. Work disruption without any lawful and good reason acceptable to the (First Party) for a period exceeding consecutive fifteen days or interrupting thirty days during the contract year.(38)
- g. Default in performance of functional duties or disability to perform functional duties.
- h. Misconduct.
- i. If it is proved that the Second Party is medically unfit or suffers infectious or chronic diseases or permanent disabilities prior to contracting with him.
- j. If the Second Party is convicted of an offence prejudicial to honour or honesty or imprisonment.
- k. Disqualification for performance of work during or at the end of probationary period.
- l. If the Second Party fails to commence work after three days as of signing the contract, and thereafter, the contract shall be deemed void.

Article (17):

The (Second Party) shall be entitled to be paid a two-month salary or salary of the remaining period of contract, whichever is less, after the end of service gratuity is added, if eligible, in accordance with Article (15) in the event that the contract is terminated due to the following reasons:

- a. Termination of the Second Party's employment for the public interest.
- b. Cancellation of the position subject matter of contract.

Article (18):

The heirs of the (Second Party), in case of death, termination of the contract due health-related incapacity for work or expiry of the period of sick leave, shall receive, as well as the end of service gratuity provided for in

Article (19):

This contract shall expire by the end of its duration, in case either Party notifies the other in writing of his desire to terminate the contract at least two month before its expiry date.

Article (20):

Parties' signature on this contract shall be deemed commitment to its provisions, and the (Second Party's) signature shall be deemed final and he shall not have the right to claim for any rights other than those stipulated herein.

Article (21):

The Arabic version of this Contract shall be deemed the original one. In case of any dispute arising between the Parties to the Contract regarding any article, the dispute shall be referred to the Ministry of Civil Service, Kingdom of Saudi Arabia, and its decision shall be deemed final.

Article (22):

This Contract has been executed in triplicate, one copy is given to the (Second Party) and the (First Party) shall keep the remaining copies.

First Party		Second Party	
Name:		Name:	
Signature:		Signature:	
Position:			

Official Seal

Reviewed by:

Name:		Position:	
Signature:			

