عـقد عـمل فـردي Employment Contract

	AND DESCRIPTION OF THE PERSONS ASSESSMENT		
Contract No		رقم العقد	
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	gned on: 07-01-2024		بتاریخ ۷۰۰۱۰۰۷	نه في يوم الأحد
First Party (Emplo	tween:		1	عرر هذا العقد بين كل من:
Name:	Syci).			لطرف الأول (صاحب العمل):
Company Activity				لاسم:
				شاط المنشأة
Commercial Registra	4:			نشطة وكالات السفر
Address:	tion No:			قم السجل التجاري:
Governorate:				عسا اساد
Wilayat	3	The state of the s		لمحافظة:
Building No:	Way No:			الو لاية
P.O.Box	P. C.	000	يقم السكة:	رقم المبنى:
E-Mail Address:	-	000	الرمز البريدي:	ص.ب
Authorised Person	n to Sian:		uf	البريد الالكتروني:
Name:	•		عن المنساة:	اسم الشخص المفوض بالتوقيع
Civil No:	Phone No:			الاسم:
Office	Fax No:		رقم الهاتف:	الرقم المدنى:
E-Mail Address:	***************************************		رقم الفاكس:	هاتف المكتب:
Second Party (Emp	ployee):			البريد الالكتروني:
Vame:				الطرف الثاني (العامل):
Nationality:			and the second s	الاسم:
Date of			2	الجنسية:
Place of	,			تاريخ الميلاد:
Academic				مكان الميلاد:
Passport No:	Date of	*		المؤ هل العلمي:
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Civil No:	0			الصادر في:
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overnorate:	Wilayat			رقم سجل القوى العاملة / رقم البطا
Building No:	Way No:		الولاية	المحافظة:
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Mail Address:			المر البريدي:	ص ب
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gnature & Stamp	· ·	الطرف الثاني:	First Party	الطرف الأول:
		التوقيع والختم _	Signature & Stamp	الظرف الأول.

التوقيع والختم

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التوقيع والختم	gnature & Stamp				& Stamp	34	الطرف الاول:

- 10- The First Party is not allowed to:
- a-Employing the second party in construction sites and open areas with high temperatures at noon (from 12:30 to 3:30), during the months of June, July and August
- b. Violating the provisions of this contract, or tasking the second party with a work which is not agreed upon in the contract, unless necessity arises and for a transitional period. However, he may assign him to work, if there no fundamental difference between the new tasks and the original work he is tasked with. The first party shall repatriate the non-Omani employee to his

11- country after on expiry of the work relation, if his sponsorship is not transferred to another employer. If the employee has left the work in violation of the provisions of the labor law, he shall be repatriated in accordance with the procedures adopted by the

12- The second party shall undertaking the following:

- a- Comply with the work terms stipulated in the contract.
- b- Respect the Islamic religion, the Sultanate's laws and its social traditions and customs.
- c- Not to be invloved in any activities that harm the state security.
- 13. The employment contract shall be written (in Arabic language), in two copies, one copy to each party. If the contract is prepared in any other language than the Arabic language, an Arabic language version shall be attached and endorsed by the two parties. In case of any conflict in interpretation, the Arabic version shall be binding.

14- The labor law, the decisions and ministerial regulations implanting it shall be effective on wherever no text has been provided.

15- In case the two parties desire to abide by other terms, that shall be included in an annex to this contract, without being endorsed by the Ministry, taking into account that it comes in

line with the provisions of the labor law.

16- The two parties acknowledge that they have perused the state documents classification law, regulation of protected areas, as well as the labor law and its implementing decisions and

ministerial regulations. 17- The signing of the contract and its authorization is considered as a request to register the employee on the social insurance system unless there is an obstacle prevents it, and would result in the payment of contributions due for the employee on a monthly basis. This is applicable only for Omanie

١٠- يحظر على الطرف الاول القيام بما يلي:

ا ـ تشغيل الطرف الثاني في مواقع الانشاءات والاماكن المكشوفة ذات الحرارة العالية في أوقات الظهيرة من الساعة (٣٠ - ٢١ - ٣٠) وذلك طوال اشهر يونيو ويوليو وأغسطس.

ب الخروج على نصوص العقد أو تكليف الطرف الثاني بعمل غير المتفق عليه في هذا العقد الا اذا دعت الضرورة لذلك وبصفة مؤقتة ، ومع ذلك يجوز له أن يكلف الطرف الثاني بعمل غير المتفق عليه اذا كان العمل لا يختلف عن العمل الأصلي اختلافا جوهريا.

١١- يلتزم الطرف الأول بإعادة العامل غير العماني الى بلده بعد انتهاء علاقة العمل معه ما لم يتم نقل خدماته الى صاحب عمل آخر، وإذا ترك العامل العمل بطريقة مذالفة لأحكام قانون العمل يتم ترحيله وفق الاجراءات المتبعة بالوزارة.

يتعهد العامل بما يلي:

الإلتزام بشروط العمل المنصوص عليها في العقد.

ب- احترام الدين الإسلامي وقوانين البلاد وعاداتها وتقاليدها الاجتماعية

ج- عدم التدخل بانشطة تضر بأمن البلاد.

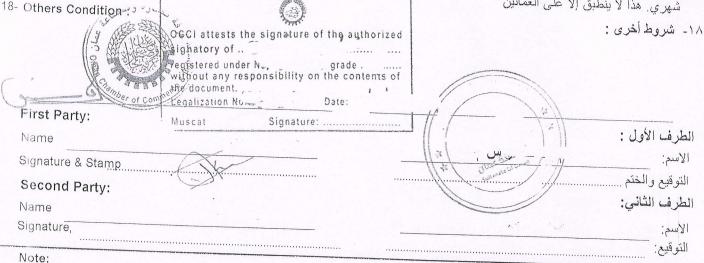
١٣- يجب أن يكون عقد العمل ثابتاً بالكتابة ومحرراً باللغة العربية من نسختين لكل طرف نسخة، وإذا كان العقد محرراً بغير العربية ترفق به على الأقل نسخة محررة بالعربية يعتمدها طرفا العقد، و عند الاختلاف في التفسير يعتد بالنسخة العربية.

١٤- يسري قانون العمل والقرارات واللوائح الوزارية المنفذة له على ما لم يرد ذكره بهذا العقد.

١٥- في حالة وجود شروط اخرى يرغب الطرفين الالتزام بها، تحرر في ملحق آخر خارج هذا العقد دون التصديق عليها من قبل الوزارة، مع مراعاة أن تكون مطابقة الأحكام قانون العمل.

١٦- يقر الطرفان بإطلاعهما على قانون تصنيف وثانق الدولة وتنظيم الأماكن المحمية وكذلك قانون العمل والقرارات واللوائح الوزارية المنفذه له

١٧ ـ يعتبر تحرير هذا العقد والتصديق عليه كطلب للتسجيل بنظام التامينات الاجتماعية ما لم يكن هنالك مانع يحول دون ذلك، وسيترتب عليه سداد الاشتراكات المستحقة عن العامل بشكل شهري. هذا لا ينطبق إلا على العمانين



To endorse this contract at the Ministry of Manpower, the following shall be submitted:

A. Omani Contract:

- 1. Four copies of the original contract of employment.
- 2 A copy of the manpower registration card and ID.
- 3 Sample of the company's signatories.
- 4 Establishment's signatory and stamp

B. Non-Omani Contract:

- 1. Three copies of the original contract of employment.
- 2. Copy of license and Visa
- 3 Sample of the establishment's signatories
- 4. Establishment's signatory and stamp

ملاحظة: للتصديق على هذا العقد بوزارة القوى العاملة يلزم تقديم:

أولاً: عقد العمل للقوى العاملة الوطنية:

١- أربع نسخ من العقد الأصلى.

٢- صورة من بطاقة سجل القوى العاملة والبطاقة الشخصية.

٣- نموذج توقيع المنشأة

٤ ـ توقيع وختم المنشأة.

ثانياً: عقد العمل للقوى العاملة الغير عمانية:

١- ثلاث نسخ من العقد الأصلي.

٢ . صورة من الترخيص والتأشيرة.

- ٣- نموذج توقيع للمنشأة.
 - ٤ توقيع وختم المنشأة.

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