



AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF QATAR

AND

THE GOVERNMENT OF THE REPUBLIC OF KENYA

CONCERNING

THE REGULATION OF MANPOWER EMPLOYMENT IN THE STATE OF QATAR

AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF QATAR AND THE GOVERNMENT OF THE REPUBLIC OF KENYA CONCERNING THE REGULATION OF MANPOWER EMPLOYMENT IN THE STATE OF QATAR

The Government of the State of Qatar and the Government of the Republic of Kenya, herein after referred to as the parties.

Desirous of strengthening the ties of friendship between them,

Seeking to regulate the employment of Kenyan manpower,

In the state of Qatar,

Have agreed as follows:

Article 1

The Ministry of Labour in the sate of Qatar and the Ministry of Labour in the Republic of Kenya, shall lay down the necessary rules and regulation for the implementation of the provisions of this Agreement.

Article 2

Recruitment of manpower from the Republic of Kenya and its entry and employment in the State of Qatar shall be regulated in accordance with the relevant laws and procedures applied in the two countries.

Article 3

1. The Ministry of Labour of the State of Qatar shall present to the Ministry of Labour of the Republic of Kenya the recruitment applications from employers in the State of Qatar for the employment of Kenyan manpower. The Ministry of Labour of the Republic of Kenya shall endeavor to meet such applications within means and resources available to it.



2. If an employer in the State of Qatar wishes to recruit and employ Kenyan manpower with special qualifications, he shall specify such qualifications in his application to the Ministry of Labour of the State of Qatar.

3. The Qatar employer, either himself or by authorizing a representative from among his staff or through a recruitment office authorized by the Ministry of Labour, will follow up and complete all the procedures required for the selection of workers and their travel from the republic of Kenya to the State of Qatar.

Article 4

Recruitment applications shall state the required qualifications, experience and specialization, the probable duration of contract, detailed conditions of employment, especially the wages, end of service gratuity, probationary period and facilities regarding transportation and accommodation as well as all basic information that may enable the workers to decide on signing the employment contract.

Article 5

The Ministry of Labour of the Republic of Kenya, shall take the necessary measures to ensure the medical examination procedures, obtaining passports and permission of travel for the workers desiring to work in the State of Qatar as well as provide such workers with information of work conditions and expenses and living standards in Qatar.

Article 6

The Government of the State of Qatar may take procedures to repatriate any number of Kenya workers on the expiry of their contracts of employment. It may also take the same procedures before the expiry of the duration of the contracts when the needs for the employment comes to an end, provided that in this latter case the wages of the workers and other rights accruing to them under the contracts of employment concluded with them or under the Law of Labour of the State of Qatar, are paid to them.



Article 7

The Government of the State of Qatar may take procedures to repatriate any number of Kenyan workers if their presence in the State of Qatar becomes contrary to the public interest or the national security of the State. This shall be without prejudice to the rights accruing to the workers under the contracts of employment or the Law of Labour of the State of Qatar.

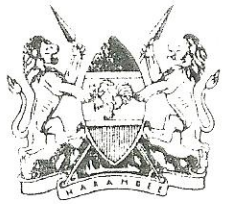
Article 8

A. The employer shall bear all travel expenses of workers from the Republic of Kenya to the work site in the State of Qatar when they first join the work and shall also bear their return expenses from Qatar at the end of their employment. The employer shall also bear the workers' two-way travel expenses during the leave periods. Such expenses shall not cover the cost of passport issuance or payment of any deposits.

B. The employer is exempted from the expenses of the worker returning home in the following two cases.
   1. If the worker resigns before the end of the employment contract.
   2. If he commits a mistake that necessitates his dismissal from work without warning and without payment of the end of service gratuity in accordance with Qatar Labour law.

Article 9

1. The conditions and terms of employment of Kenyan workers in the State of Qatar shall be defined by an individual work contract concluded between the worker and the employer in accordance with the Model Contract attached to this Agreement. The contract shall contain the basic conditions of work relating to duties and rights that are consistent with the provisions of this Agreement and Qatar Labour law.



2. The contact shall be issued in Arabic and English in three original copies, one of which is to be kept by the employer, the second by the worker, the third is to be deposited with the Ministry of Labour of the State of Qatar.

Article 10

The individual employment contract shall include the details of the employer's obligations concerning the worker's accommodation and its type, or the payment of accommodation allowance, and the medical treatment.

Article 11

The Arabic text of the employment contract is the one recognized by the Ministry of Labour and the courts in the State of Qatar. The employer may not introduce any changes in the provisions of the employment contract unless that is more beneficial to the worker and upon the approval of the Ministry of Labour of the State of Qatar.

Article 12

The employment contracts shall be ratified by the Ministry of Labour of the State of Qatar and the Embassy of the Republic of Kenya in Doha in case the contracts are concluded in Doha. Contracts concluded in the Republic of Kenya are ratified by the Ministry of Labour in the Republic of Kenya and the Embassy or Consulate of the State of Qatar there.



Article 13

1. The competent authority at the Ministry of Labour in the State of Qatar shall monitor the implementation of the provisions of this Agreement.

2. In case of any dispute between the employer and the worker arising from the employment contract, the complaint shall be lodged at the Ministry of Labour for amicable settlement. If an amicable settlement is not reached, the dispute shall be referred to the competent judicial authorities in the State of Qatar.

Article 14

The employment contract shall terminate on the date set for its expiration without a prior notice. If the employer intends to continue contracting, he shall inform the worker in writing of this intention at least thirty days before the expiry of the contract.

Article 15

The worker is permitted to transfer his savings from his wages in accordance with the financial regulations followed in the State of Qatar.

Article 16

The two parties shall establish a Joint Committee composed of not more than three members from each side to perform the following functions:

1. To coordinate between the two Governments to implement this Agreement and take necessary measures in this regard.
2. To interpret the provisions of this Agreement in case of disputes related to it and settle any difficulties arising in its implementation.
3. To review job opportunities available in the State of Qatar, including general information on development plans in the State of Qatar, the potential work opportunities under these plans, the types and classes of labour and needed skills, and the willingness of the Citizens of Kenya to make use of them.

4. To propose, review or modification of all or some of the provisions of this Agreement if necessary.

The Committee shall alternately meet once a year in the two countries, and when it's necessary.

Article 17

This Agreement may be amended by mutual acceptance of the two parties and after following the same procedures required for the conclusion of this agreement.

Article 18

This agreement shall be subject to ratification by the State of Qatar and fulfillment of internal obligation by the Republic of Kenya and shall enter into force from the date of notification of fulfillment of the above requirement. It shall remain in force for three years renewable for a similar period, unless either Contracting Party requests its termination by a written notice six months before its expiry date.

In witness thereof, the undersigned below, duly authorized by their respective Governments, have signed this Agreement.

Done at Doha on this ...../ ..../14 A.H. corresponding to.....5th..... day of .March... 2012 issued in Arabic, and English, all texts being equally authentic. In case of any difference the English text shall prevail.

For the Republic of Kenya

Hon . John Munyes EGH, MP
Minister for Labour

For the State of Qatar

H.E Nassir Bin Abdullah Al-Hmaidi
Minister of Social Services
Ag. Minister for Labour

بسم الله الرحمن الرحيم

Agreement Between The Government of The State of Qatar And The Government of The Republic of Kenya Concerning The Regulation of Manpower Employment In The State of Qatar

The Government of the State of Qatar and the Government of the Republic Of Kenya ,hereinafter referred to as the parties

Desirous of strengthening the ties of friendship between them;

Seeking to regulate the employment of Kenyan manpower.

in the State of Qatar;

Have agreed as follows:

Article (1)

The Ministry of Labour in the State of Qatar and the Ministry of labour in the Republic of Kenya, shall lay down the necessary rules and regulations for the implementation of the provisions of this Agreement.

Article (2)

Recruitment of manpower from the republic of Kenya, and its entry and employment in the State of Qatar shall be regulated in accordance with relevant laws and procedures applied in the two countries

Article (3)

1- The Ministry of Labour of the State of Qatar shall present to the Ministry of labour of the Republic of Kenya , the recruitment applications from employers in the State of Qatar for the employment ofKenyan manpower. The Ministry of labour, of the Republic of Kenyashall endeavor to meet such applications within means and resources available to it.

2- If an employer in the State of Qatar wishes to recruit and employ Kenya manpower with special qualifications, he shall specify such qualifications in his application to the Ministry of Labour of the State of Qatar.

3- The Qatari employer, either himself or by authorizing a representative from among his staff or through a recruitment office authorized by the Ministry of Labour, to follow up and complete all the procedures required for the selection of workers and their travel from the republic of Kenya to the State of Qatar.

Article (4)

Recruitment applications shall state the required qualifications, experience and specialization, the probable duration of contract, detailed conditions of employment, especially the wages, end of service gratuity, probationary period and facilities regarding transportation and accommodation as well as all basic information that may enable the workers to decide on signing the employment contract.

Article (5)

The Ministry of labour of the Republic of Kenya, shall take the necessary measures to facilitate the medical examination procedures, obtaining passports and permission of travel for the workers desiring to work in the State of Qatar as well as provide such workers with information of work conditions and expenses and living standards in Qatar.

Article (6)

The Government of the State of Qatar may take procedures to repatriate any number of Kenyan workers on the expiry of their contracts of employment. It may also take the same procedures before the expiry of the duration of the contracts when the needs for the employment comes to an end, provided that in this latter case the wages of the workers and other rights accruing to them under their contracts of employment concluded with them or under the Law of Labour of the State of Qatar, to be paid to them.

Article (7)

The Government of the State of Qatar may take procedures to repatriate any number of Kenyan workers if their presence in the State of Qatar became contrary to the public interest or the national security of the State. This shall be without prejudice to the rights accruing to the workers under the contracts of employment or the Law of Labour of the State of Qatar.

Article (8)

A- The employer shall bear all travel expenses of workers from (the Republic ofKenya to the work site in the State of Qatar when they first join the work and shall also bear their return expenses from Qatar at the end of their employment. The employer shall also bear the workers' two-way travel expenses during the leave periods. Such expenses shall not cover the cost of passport issuance or payment of any deposits.

B- The employer is exempted from the expenses of the worker returning home in the following two cases:

1. If the worker resigns before the end of the employment contract.
2. If he commits a mistake that necessitates his dismissal from work without warning and without payment of the end of service gratuity in accordance with Qatar Labour law.

Article (9)

1- The conditions and terms of employment of Kenyan workers in the State of Qatar shall be defined by an individual work contract concluded between the worker and the employer in accordance with the Model Contract attached to this Agreement. The contract shall contain the basic conditions of work relating to duties and rights that are consistent with the provisions of this Agreement and Qatar Labour law.

2- The contract shall be issued in Arabic and English in three original copies, one of which is to be kept by the employer, the second by the worker, the third is to be deposited with the Ministry of Labour of the state of Qatar .

Article (10)

The individual employment contract shall include the details of the employer's obligations concerning the worker's accommodation and its type, or the payment of accommodation allowance, and the medical treatment.

Article (11)

The Arabic text of the employment contract is the one recognized by the Ministry of Labour and the courts in the State of Qatar. The employer may not introduce any changes in the provisions of the employment contract unless that is more beneficial to the worker and upon the approval of the Ministry of Labour of the state of Qatar .

Article (12)

The employment contracts shall be ratified by the Ministry of Labour of the state of Qatar and the Embassy of the republic of Kenya in Doha in case the contracts are concluded in Doha. Contracts concluded in the republic ofKenya are ratified by the Ministry of labour of the republic ofKenya and the Embassy or Consulate of the State of Qatar there.

Article (13)

1-The competent authority at the Ministry of Labour of the State of Qatar shall monitor the implementation of the provisions of this Agreement.

2-In case of any dispute between the employer and the worker arising from the employment contract , the complaint shall be lodged at the Ministry of Labour for amicable settlement. If an amicable settlement is not reached, the dispute shall be referred to the competent judicial authorities in the State of Qatar.

Article (14)

The employment contract shall terminate on the date set for its expiration without a prior notice. If the employer intends to continue contracting, he shall inform the worker in writing by his intention at least thirty days before the expiry of the contract.

Article (15)

The worker is permitted to transfer his savings from his wages in accordance with the financial regulations followed in the State of Qatar.

Article (16)

The two parties shall establish a joint committee composed of not more than three members from each side to perform the following functions:

1- To coordinate between the two Governments to implement this Agreement and take the necessary measures in this regard.
2- To interpret the provisions of this Agreement in case of disputes related to it and settle any difficulties arising in its implementation.
3- To review job opportunities available in the State of Qatar, including general information on development plans in the State of Qatar, the potential work opportunities under these plans, the types and classes of labour and needed skills, and the willingness of the citizens of Kenyato make use of them.
4- To propose review or modification of all or some of the provisions of this Agreement if necessary.

The committee shall alternately meet once a year in the two countries, and when it's necessary.

Article (17)

This Agreement may be amended by mutual acceptance of the two parties and after following the same procedures required for the conclusion of this agreement.

Article (18)

This agreement shall be subject to ratification by the state of Qatar Parties and fulfillment of internal obligation by the republic of Kenya shall enter into force from the date of notification of fulfillment of the above requirements. It shall remain into force for three years , renewable for a similar period, unless either Contracting Party requests its termination by a written notice six months before its expiry date.

In witness thereof, we the undersigned below , duly authorized by their respective Governments, have signed this Agreement.

Done at Doha on / /1433 A.H. corresponding to 05 /03 /2012 issued in Arabic, and English , all texts are equally authentic. In case of any difference the English text shall prevail.

For The State of Qatar **For The Republic of Kenya**

writing of his wish to renew the contract at least thirty days before expiry of the contract.

B- The contract may not be terminated before the expiry of its duration except upon mutual agreement by the Two Parties. Before the Second Party leaves work, he shall repay all debts due to the First Party.

3.Travel Expenses:

A. The First Party shall bear the Second Party's travel expenses from Armenia to the work site in the State of Qatar and the return expenses to it. He shall also pay the Second Party's round-trip ticket during the vacation stated in the employment contract. These expenses do not include passport costs or payment of any security.

B. The First Party is exempted from the expenses of the worker returning home in the following two cases:

1. If the worker resigns before the expiry of the employment contract.
2. If he commits a mistake that necessitates his dismissal from work without warning and without paying him the end of service gratuity in accordance with the Qatari Labor Law.

4.Loans:

A. The First Party shall pay to the Second Party, if he so wishes, a personal loan of .....in the Qatar currency when he reached the State of Qatar for the first time, (about one month's salary) to be subtracted from the Second Party's dues in monthly installments of 10% of the monthly basic salary.

B. The subtraction of the installments shall start from the salary of the month following the Second Party's starting work.

C. Other loans paid to the Second Party in the Qatari currency shall be governed by the provisions stated in the above two paragraphs.

5. Wage and Gratuity:

A. Monthly, and daily paid workers: The basic salary shall be …….. per month/per day in return for 48 working hours per week. The Second Party shall be given a paid weekly rest for one day each week and shall be paid cash in return for working overtime hours in accordance with the provisions of Qatari Labor Law.
B. For production, overall or per-piece workers: The basic wage shall be …… in return for an average daily performance of the occupation or trade as follows:…… An additional wage shall be paid for the volume of work carried out by the Second Party in excess of the above daily performance average as follows: …….. In case there is no production work, the Second Party's wage shall be ……
C. The First Party undertakes to record the number of additional daily working hours under paragraph (A) of this item, or the volume of work carried out daily under paragraph(B) of this item in a special card given at the end of the day to the First Party for registration.
D. An end of service gratuity of ……

6-Accommodation and Daily Living:

A- The First Party undertakes to provide appropriate free bachelor accommodation for the Second Party and supply the same with electric power, beds and toilettes in accordance with health conditions.
B- The First Party shall provide the Second Party with cold potable water.

7- Medical Care and Social Welfare:

A- The First Party shall provide the Second Party with necessary medical treatment in accordance with the regulations and provisions applied in the State of Qatar.

B-The First Party undertakes to pay to the Second Party due compensation for occupational accidents, disability or death resulting during work, or because of it, in accordance with Qatari laws.

8- Leaves:

A- The Second Party is entitled to a paid regular annual leave of not less than three weeks, According to Article (72) of Qatar labor low.

B- The Second Party is entitled to full wage on the following official leaves:

- Eid Alfitr: three working days.
- Eid Aladha: three working days.
- National Day: one working day.

The Second Party is also entitled to a paid three working days leave to be specified by the employer.

C- The Second Party is entitled to a paid sick leave after the elapse of three continued months in his job with the First Party, in accordance with provisions of the Qatari Labor Law.

9- General Provisions:

A- The Second Party undertakes to perform his work pursuant to the daily performance rates typical to his occupation. In case of failing to maintain daily performance rates, he will be subject to penalties.

B- The Second Party may not work for others during the employment period, and the First Party shall not make the Second Party work for another employer, except in the cases permissible by Qatari Law.

C- The Second Party undertakes not to engage in political or religious affairs. He shall pay due regard and respect to local customs and traditions.

D- The Qatari Labor Law and the decisions enforcing it shall constitute the legal basic for the provisions of this contract and shall be reference in any dispute arising between the Two Parties, unless the terms of this contract contain better advantages for the Second Party.

E- This contract shall enter into force after being duly ratified by the competent authorities in the two states.

10- This contract has been done in Arabic and English languages in Three originals, one to be kept by the employer, the second by the worker, the third to be deposited with the Ministry of Labor of the state of Qatar.

First Party (The Employer) **Second Party (The Worker)**

Endorsement :

Ratified and approved by

The Embassy of the republic of ..... in the state of Qatar on .....

Or

The Ministry of Labor of the state of Qatar

Or

The Embassy of the state of Qatar in the republic of ..... on .....

Or

The Ministry of ..... of the republic of ..... on .....



Model Employment Contract

On..... ....corresponding to..... .....this contract was concluded between

1. Mr/..... .....as..... .....
   His address is..... .....
   (First Party)

2. Mr./..... .....Passport No..... .....ID/Family card No..... .....residing in..... .....at the following address..... .....
   (Second Party)

Agreed on the following.

1. The second Party shall be employed by the First Party as .. ..in the State of Qatar in return for a monthly salary of.....

2. Contract period:

   A. This contract is for one/two years starting from the date of the Second Party's start of his job in the State of Qatar. The first six months shall be a probation period during which the First Party may terminate the contract by notifying the Second Party one week before the end of the six months and shall bear the expenses of the Second Party's return to his homeland. If the worker successfully completes the probation period, the contract shall be valid for the remaining period. The contract shall end on the date of its expiry without any prior notice. If the First Party wishes the contract to continue, he shall notify the Second Party in writing of his wish to renew the contract at least thirty days before expiry of the contract.

   B. The contract may not be terminated before the expiry of its duration except upon mutual agreement by the two Parties. Before the Second Party leaves work, he shall repay all debts due to the First Party



3. Travel Expenses

A. The first Party shall bear the Second Party's travel expenses from.....to the wok site in the State of Qatar and the return expenses to it. He shall also pay the Second Party's round-trip ticket during the vacation stated in the employment contract. These expenses do not include passport costs or payment of any security.

B. The First Party shall not pay travel expenses to return home in the following two cases:
   i. Resignation before the expiry of the contract.
   ii. Commission of a mistake leading to his dismissal from work without warning and without paying him the end of service gratuity in accordance with the Qatari Law of Labour.

4. Loans:

A. The First Party shall pay to the Second Party, if he so wishes, a personal loan of .....in the Qatar currency when he reaches the State of Qatar for the first time, (about one month's salary) to be subtracted from the Second Party's dues in monthly installments of 10% of the monthly basic salary.

B. The subtraction of the installments shall start from the salary of the month following the Second Party's starting work.

C Other loans paid to the Second Party in the Qatari currency shall be governed by the provisions stated in the above two paragraphs.

5. Wage and Gratuity:

A. Monthly and daily paid workers: The basic salary shall be .....per month /per day in return for 48 working hours per week. The second Party shall be given a paid weekly rest for one day each week and shall be paid cash in return for working overtime hours in accordance with the provisions of Qatari Labour Law.

B. For production, overall or per-piece workers: The basic wage shall be .....in return for an average daily performance of the occupation or trade as follows..... .....An additional wage shall be paid for the volume of work carried out by the Second Party in excess of the above daily performance average as follows:.....In case there is no production work, the Second Party's wage shall be..... .....

C. The First Party undertakes to record the number of additional daily working hours under paragraph (A) of this item, or the volume of work carried out daily under paragraph (B) of this item in a special card given at the end of the day to the First Party for registration.

D. An end of service gratuity of.....

6. Accommodation and Daily Living:

A. The First Party undertakes to provide appropriate free bachelor accommodation for the Second Party and supply the same with electric power, beds and toilettes in accordance with health conditions.

B. The First Party shall provide the second Party with cold portable water.

7. Medical Care and Social Welfare:

A. The First Party shall provide the Second Party with necessary medical treatment in accordance with the regulations and provisions applied in the State of Qatar

B. The First Party undertakes to pay to the Second Party due compensation for occupational accidents, disability or death resulting during work, or because of it, in accordance with Qatari Laws.

8. Leaves:

A. The Second Party is entitled to a paid regular annual leave of not less than three weeks, According to Article 72 of Qatari Labour Laws.

B. Leaves:

- Eid Alfitr: three working days.
- Eid Aladha: three working days.
- National Day: one working day.

The Second Party is entitled to a paid three working days leave to be specified by the employer

C. The Second Party is entitled to a paid sick leave after the lapse of three continued months in his job with the First Party, in accordance with provisions of the Qatari Labour Law.

9. General Provisions:

A. The Second Party undertakes to perform his work pursuant to the daily performance rates typical to his occupation. In case of failing to maintain daily performance rates, he will be subject to penalties.

B. The Second Party may not work for others during the employment period, and the First Party shall not make the Second Party work for another employer, except in the case permissible by Qatari Law.

C. The Second Party undertakes not to engage in political or religious affairs. He shall pay due regard and respect to local customs and traditions.

D. The Qatari Labour Law and the decisions enforcing it shall constitute the legal basis for the provisions of this contract and shall be reference in any dispute arising between the two Parties, unless the terms of this contract contain better advantages for the Second Party.

E. This contract shall enter into force after being duly ratified by the competent authorities in the two states.

10. This contract has been done in Arabic and English in three originals. One to be kept by the employer, the second by the worker, the third to be deposited with the Ministry of Labour of the State of Qatar.

First Party (The Employer)

Second Party (The Worker)

Endorsement:

Ratified and approved by:

The Embassy of the Republic of .....in the State of Qatar on.....

Or

The Ministry of Labour of the State of Qatar

Or

The Embassy of the State of Qatar in the Republic of..... .....on .....

Or

The Ministry of.....of the Republic of.....on.....