AGREED MINUTES OF THE NEGOTIATIONS OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE KINGDOM OF SAUDI ARABIA ON RECRUITMENT OF DOMESTIC WORKERS

On 1st – 2nd December, 2015 the Kenyan delegation led by Washington Oloo, Ministry of Foreign Affairs and International Trade met with the Saudi Arabian delegation led by Mohamed Al-Sharekh, Ministry of Labour in Riyadh, Saudi Arabia to negotiate an Agreement between the Government of the Republic of Kenya and the Kingdom of Saudi Arabia on Recruitment of Domestic Workers. The full list of the delegation is attached hereto as Annex I.

Both delegations acknowledged the great potential that exists for cooperation in the field of labour between the two countries for further economic development. The delegations acknowledged that domestic work remains a source of employment and livelihood for thousands of Kenyan migrant workers.

They recognized that recruitment of domestic workers has been marred by challenges caused by malpractices by recruiting agencies, misinformation and lack of transparency in the recruitment process and the dishonor of contractual and legal obligations by both domestic workers and employers. Both delegations expressed confidence that the conclusion and implementation of the Agreement on recruitment of domestic workers would address the current challenges and strengthen cooperation between the two countries. The two delegations agreed on the following areas of cooperation.

1. DRAFT AGREEMENT ON RECRUITMENT OF DOMESTIC WORKERS

The two delegations discussed the provisions of the latest draft of the Agreement between the Government of the Republic of Kenya and the Kingdom of Saudi Arabia and agreed on the text of the draft Agreement. The agreed upon draft Agreement is attached hereto as Annex II.

The Kenyan delegation undertook to invite the Minister for Labour of Saudi Arabia to Kenya for the signing of the Agreement. Both delegations further undertook to take steps towards the implementation of the draft Agreement while awaiting the formal signing of the Agreement.

Once the Agreement on Recruitment of Workers is concluded, both delegations agreed that the two countries would negotiate separate general agreements to govern the recruitment of other categories of workers.

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2. COORDINATION OF CONSULAR AFFAIRS

Both delegations agreed to enhance cooperation and coordination of consular affairs to protect the welfare of domestic workers. It was further agreed that the relevant authorities in Saudi Arabia shall facilitate the issuance of exit visas to Kenyans in distress and ensure the employer takes the necessary steps to repatriate the Kenyan domestic workers.

3. SKILLS DEVELOPMENT AND TRAINING

The two delegations recognized the importance of skills development and training of domestic workers to enable them perform their contractual obligations optimally. It was noted that under the agreement prospective domestic workers would undergo a pre-departure training in Kenya. To facilitate the training it was agreed that the two governments would encourage the private sector in both countries to partner in order to ensure that domestic workers are properly oriented on Saudi customs and terms of the contract of employment.

4. WAGES, BANK ACCOUNTS AND REMITTANCES

To ensure that domestic workers receive their salaries or wages and are able to remit their earnings, both delegations agreed that the employment contract will provide that the employer shall help a domestic worker open a bank account and further assist the domestic worker remit his/her salary through proper banking channels.

The Kenyan delegation proposed that the minimum wages for unexperienced and experienced domestic workers should not be less that SR.1000 and SR.1,200 respectively. The Saudi delegation proposed that the minimum wage should be the same as the prevailing rate of SR. 900 and for those who have experience the Saudi delegation informed that there was no maximum wage limit and would depend on the skills and qualifications of the domestic worker.

5. THE ELECTRONIC CONTRACTING SYSTEM

The Saudi Arabian delegation made a presentation on the e-tawtheeq system (electronic contracting system) developed by Saudi Arabia to streamline the process of recruitment of domestic workers. The system provides for a standard employment contract and will further contain information that will enable all relevant authorities monitor recruitment agencies, authenticate employment contracts and collect data on the recruitment process.

It was agreed that officials from the Ministry of Labour in Saudi Arabia shall travel to Kenya in January, 2016 to train officials of the Ministry responsible for labour and

recruitment agencies on the use of the newly developed e-tawtheeq system which will facilitate recruitment and placement of domestic workers.

6. STANDARD EMPLOYMENT CONTRACT

Both delegations considered and agreed on the text of the standard employment contract for domestic workers developed by Saudi Arabia and the Kenyan delegation undertook to consult further on the following issues:

a. Clause 5 on working hours.
b. Provision addressing the gap occasioned by domestic workers changing employers during the contract period.

The standard contract is attached hereto as Annex III.

It was further agreed that the Ministry responsible for Labour in the Republic of Kenya would attest all employment documents to ensure that domestic workers sign the approved standard employment contract.

7. UNUTILIZED VISAS

The delegations noted that prior to the ban on the recruitment of workers imposed by the Kenyan Government in September 2014, over 5,000 visas had been issued to Kenyan recruitment agencies. It was agreed that Saudi Authorities will provide details of the unutilized visas for the Kenyan authorities to fast track their processing.

DONE at Riyadh, this 2nd day of December, 2015 in two original copies in the English language.

For the Government of the Republic of Kenya

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Washington Oloo,
Director, Diaspora & Consular Affairs,
Ministry of Foreign Affairs and International Trade

For the Kingdom of Saudi Arabia

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Mohamed Al-Sharekh,
Director General of International Bilateral Relations, Ministry of Labour

ANNEX I

A. LIST OF KENYAN DELEGATION

1. Mr. Washington Oloo, Director, Diaspora & Consular Affairs, Ministry of Foreign Affairs and International Trade.

2. Ms. Millicent Muli, Assistant Labour Commissioner, Ministry of Labour & East African Affairs.

3. Mr. Festus Mutuse, Principal Employment Officer, Ministry of Labour & East African Affairs.

4. Mr. Murimiri M. Kaburia, Assistant Director of Immigration, Ministry of Interior & Coordination of National Government.

5. Mr. Abdullahi A. Nurow, Immigration Attaché, Embassy of the Republic of Kenya, Riyadh.

6. Ms. Edith K. Ngungu, Foreign Service Officer II, Ministry of Foreign Affairs and International Trade.

B. LIST OF SAUDI ARABIAN DELEGATION

1. Mr. Mohamed Al-Sharekh, Director General of International Bilateral Relations, Ministry of Labour.

2. Mr. Yasser Al-Otaibi, Specialist of International Relations, Ministry of Labour.

ANNEX II

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF

KENYA

AND

THE KINGDOM OF SAUDI ARABIA

ON RECRUITMENT OF DOMESTIC WORKERS

The Government of the Kingdom of Saudi Arabia represented by Ministry of Labor and the Government of the Republic of Kenya represented by the Ministry responsible for Labour (hereinafter referred to as the Parties);

DESIRING to enhance cooperation on recruitment of domestic workers in a manner that realizes the interests of both countries maintains their sovereignty and secures the rights of both the workers and employers;

REALIZING the importance of promoting cooperation between both countries in this field of recruitment of domestic workers;

RECOGNIZING the importance of mutual cooperation to strengthen actions on labor matters by encouraging consultations and dialogue among the stakeholders;

CONVINCED of the need to promote a harmonious relationship between domestic workers and employers;

HAVE AGREED AS FOLLOWS:

Article 1

Purpose of the Agreement

This Agreement aims to provide a legal framework and to promote cooperation between the Parties, protect the rights of both the employers and domestic workers and regulate the contractual relationship between them.

Article 2

Scope of Cooperation

This Agreement is applicable to all Kenyan domestic workers working in a household, which includes gardeners, drivers of motor-vehicles and people who take care of children, the aged, the sick and the disabled.

Article 3

Implementing Agencies

The Parties designate the Ministry of Labor of the Kingdom of Saudi Arabia and the Ministry responsible for Labour of the Republic of Kenya as the implementing agencies of this Agreement.

Articles 4

Areas of Cooperation

1. The Parties undertake to cooperate in the following areas:

   a) Recruitment of Kenyan domestic workers.
   b) Enforcing the rights and welfare of domestic workers and employer.
   c) Provision of labour market information.
   d) Streamlining the recruitment process.
   e) Endeavor to control recruitment costs in both countries.
   f) Ensure the recruitment of domestic service workers through recruitment agencies, offices or companies that are licensed/registered by their respective governments.
   g) Grant contractual parties the right of recourse to competent authorities in case of contractual dispute, in accordance with applicable laws.
   h) Adopt a standard employment contract for Domestic Workers, which shall be binding among the contracting parties (Employer, Domestic Workers, Saudi Recruitment Office, and Kenyan Recruiting Agencies).
   i) Take legal measures against recruitment offices, companies or agencies in violation of the laws of either country, and
   j) Any other areas as mutually agreed upon by the Parties.

2. The Parties undertake to carry out this cooperation by ensuring that the recruitment of domestic workers shall be in accordance with the laws and procedures applied and agreed by the Parties, and international best practice.

Article 5

Obligations of the Government of the Republic of Kenya

The implementing agency of the Republic of Kenya shall:

   a) Take measures to ensure that qualified and medically fit workers needed by the Kingdom of Saudi Arabia according to the job specifications and credentials are provided.
   b) Ensure that prospective workers have no criminal record.
   c) Ensure that prospective workers are trained on housework in specialized institutions and have received the necessary orientation on the Saudi customs and traditions, lifestyle and costs of living as well as nature and terms of the contract.

d) Ensure that domestic workers sign the standard employment contracts prior to departure. The contract shall be written in English, Swahili and Arabic languages and signed by the employer, domestic worker and the recruitment agencies.
e) Take measures to ensure that domestic workers complete their contractual duration.
f) Take the necessary action to facilitate departure of prospective workers to the Kingdom within a period not exceeding one month from the date of receipt of visa.
g) Ensure that deported workers from Saudi Arabia are not recruited to work in Saudi Arabia.

Article 6

Obligations of the Kingdom of Saudi Arabia

The implementing agency of the Kingdom of Saud Arabia shall:

a) Ensure that the recruitment, hiring and placement of domestic workers under this Agreement shall be in accordance with the relevant laws, rules and regulations.
b) Take measures to ensure that the welfare and rights of employers and domestic workers employed in the Kingdom of Saudi Arabia are promoted and protected in accordance with the applicable laws, rules and regulations.
c) Take measures to ensure implementation of the employment contract between the employer and the domestic worker.
d) Endeavour to establish a mechanism which will provide 24 – hour assistance to the domestic workers.
e) Endeavour to facilitate expeditious settlement of contractual disputes and other cases filed before the appropriate Saudi authorities/ courts.
g) Ensure that the workers are permitted to remit their savings derived from their wages in accordance with the financial regulations of the Kingdom.

Article 7

Joint Technical Committee

1. The Parties shall establish a Joint Technical Committee made up of senior officials of the Parties to oversee the implementation of this Agreement.
2. The Committee shall meet once every year or a shorter period as may be agreed by the Parties alternately in Nairobi and Riyadh and shall perform the following responsibilities:
    i. Supervise and co-ordinate implementation of this Agreement.
    ii. Periodic review, assessment and monitoring of the implementation of this Agreement.
    iii. Any other duty that shall be agreed upon by the Parties.

Article 8

Dispute Settlement

Any dispute arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultations and negotiations between the Parties through diplomatic channels.

Article 9

Amendment

1. Either Party may request an amendment of this Agreement by giving notice to the other Party through the established diplomatic channel.

2. No amendment of this Agreement shall be valid and binding, unless it is in writing and signed by both Parties. The amendment of this Agreement shall be effected by way of an exchange of notes between the Parties through the diplomatic channel and shall come into force in accordance with Article 13.

Article 10

Notices

All communication in respect of this Agreement shall be through established diplomatic channels.

Article 11

Duration

This Agreement shall be valid for five years and shall be automatically renewable for similar periods.

Article 12

Termination

1. The Agreement may be terminated by either Party giving six (6) months written notice to the other Party through diplomatic channels

2. Notwithstanding termination this Agreement, its provisions shall remain in force with regard to agreements and contracts concluded during validity of this Agreement.

Article 13

Entry into Force

Each Party shall notify the other Party in writing through diplomatic channel, of completion of the required internal legal procedures for entry into force of this Agreement. This Agreement shall come to effect on the date of the later notification thereof.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Agreement in duplicate in English and Arabic languages, both texts being equally authentic.

Done in the City of . on / / 1437 corresponding to / / 2016.

FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

FOR THE KINGDOM OF SAUDI ARABIA

ANNEX III

STANDARD EMPLOYMENT CONTRACT FOR KENYA DOMESTIC SERVIVE WORKERS (DSW) BOUND FOR THE KINGDOM OF SAUDI ARABIA

عقد عمل موحد
للعمالة المنزلية الكينية المتوجهة للعمل في المملكة العربية السعودية

This employment contract is executed and entered into by and between:

تم التوقيع على عقد العمل هذا والدخول فيه بين كل من:

A. Employer:

أ- صاحب العمل:

Name				

National ID Number									

بطاقة الهوية الوطنية:									

Address:	
Street	
City	

العنوان:	
الشارع	
المدينة	

Contact Numbers										
Mobile										
Telephone										
Email										

أرقام الاتصال										
رقم الجوال										
رقم الهاتف										
البريد الالكتروني										

hereinafter called the **Employer** Represented in the Kingdom of Saudi Arabia by Saudi Recruiting Agency:

ويشار إليه فيما يلي بصاحب العمل وتمثله في المملكة العربية السعودية وكالة الاستقدام السعودية:

Name:										
License no.										
Telephone										

الاسم										
رقم الترخيص										
رقم الهاتف										

Address:	
street	
District	
City	
Contact No.	
E-mail:	

العنوان:	
الشارع	
الحي	
المدينة	
رقم الاتصال	
البريد الالكتروني	

B. Domestic Service Worker:

ب- العامل المنزلي/ العاملة المنزلية:

Name			
الاسم			

الوظيفة	
العنوان في كينيا:	
الحالة الاجتماعية	
رقم الاتصال	
رقم الجواز	
مكان إصداره	
تاريخ إصداره	
قريب	
العلاقة	
رقم الاتصال	
العنوان:	

يسمى فيما يلي بالعامل المنزلي/ العاملة المنزلية وتمثله/ تمثلها في كينيا وكالة الاستقدام :

الاسم:	
رقم الترخيص	
العنوان:	
الشارع	
الحي	
المدينة	
رقم الاتصال	
البريد الإلكتروني	

Position	
Address in Kenya :	
Civil Status	
Contact No.	
Passport No.	
Place of Issue	
Date of Issue	

Next of kin	
Relationship	
Contact No.	
Address:	

herein after called **DSW** Represented in Kenya by Kenyan Recruitment Agency:

Name:	
License no.	

Address:	
street	
District	
City	
Contact No.	
E-mail:	

The employer and the DSW hereby voluntarily bind themselves to the following terms and conditions:	يلتزم صاحب العمل والعامل المنزلي/ العاملة المنزلية بموجب هذا العقد طوعا بالأحكام والشروط التالية:
1. Site of Employment:	١- موقع العمل: .....
2. Contract Duration: The contract shall be valid for a period of two years commencing from the date of arrival of the DSW in KSA. The monthly wages shall be calculated for payment from such date.	٢- مدة العقد: يسري العقد لمدة سنتين تبدأ من تاريخ وصول العامل المنزلي إلى المملكة العربية السعودية. وتحسب الأجور الشهرية للدفع من ذلك التاريخ.
3. In accordance with the regulations prevailing in both countries, the DSW and the employer agree on a monthly	٣- طبقا للقوانين السارية في البلدين معا اتفق العامل المنزلي وصاحب العمل على راتب شهري قدره

salary of SR	..... ريال سعودي.
4. The employer shall help the DSW to open a bank account in KSA subject to applicable SAMA rules. The wages shall be deposited regularly at the end of every month in the said account. The employer shall help the DSW to remit her/his salary through proper banking channels.	٤- على صاحب العمل مساعدة العامل المنزلي في فتح حساب بنكي في المملكة العربية السعودية وفقا للوائح السارية لمؤسسة النقد العربي السعودي. ويتم إيداع الأجور شهريا بانتظام في نهاية كل شهر في الحساب المذكور. وعلى صاحب العمل مساعدة العامل المنزلي/ العاملة المنزلية في تحويل راتبه/ راتبها عبر القنوات المصرفية المناسبة.
5. DSW shall be provided with continuous and undisturbed rest of at least nine (9) hours per day.	٥- يُمنح العامل المنزلي راحة متصلة وغير متقطعة لا تقل عن ٩ ساعات في اليوم.
6. DSW shall be entitled to one day rest per week. If she works on her holiday with mutual consent, he/she shall be provided with another day rest.	٦- يستحق العامل المنزلي راحة يوم واحد كل أسبوع. وفي حال عمله/ عملها في يوم عطلته/ عطلتها بموافقة الطرفين يعطى/ تعطى يوم راحة آخر.
7. The employer shall pay for the transportation of the DSW from the point of origin in Kenya to the site of employment and back to such point of origin in Kenya upon expiry of the contract. He shall ensure that DSW is repatriated in time.	٧- على صاحب العمل دفع تكاليف نقل العامل المنزلي/ العاملة المنزلية من الموقع الأصلي في كينيا إلى موقع العمل وإعادته/ إعادتها لنفس الموقع الأصلي في كينيا عند انتهاء العقد. وعلى صاحب العمل ضمان إعادة العامل/ العاملة إلى موطنه/ موطنها في الوقت المحدد.
8. The employer shall provide DSW suitable and sanitary living quarters as well as adequate food, clothing and daily usable.	٨- على صاحب العمل توفير السكن المناسب والصحي للعامل المنزلي/ للعاملة المنزلية والطعام الكافي والملابس للاستعمال اليومي.
9. For acceptable medical reasons, the DSW shall be allowed to rest and shall continue to receive her/his regular salary. The employer shall bear all expenses incurred in such medical treatment.	٩- يُسمح للعامل المنزلي/ العاملة المنزلية بالراحة لأسباب طبية ويستمر في الحصول على راتبه / راتبها المعتاد، ويتحمل صاحب العمل كل النفقات المترتبة على العلاج الطبي.
10. After two years of service, if the DSW and the employer agree to extend employment contract, the DSW is entitled to return to Kenya to spend his/her paid vacation leave of thirty (30) days for every two years of service with a round trip economy class ticket provided by the employer without charging the DSW.	١٠- إذا اتفق العامل المنزلي/ العاملة المنزلية وصاحب العمل بعد سنتين من الخدمة على تجديد العقد يستحق العامل المنزلي/ العاملة المنزلية العودة إلى كينيا لقضاء إجازته/ إجازتها مدفوعة الأجر ومدتها ٣٠ يوما عن كل سنتين من الخدمة مع تذكرة سفر بالطائرة إلى كينيا بالدرجة السياحية ذهابا وعودة يوفرها صاحب العمل للعامل المنزلي/ العاملة المنزلية مجانا.
11. In case of death, the employer and the Saudi Recruitment Agency should inform the Kenyan competent authorities and the DSW's next of kin. The employer is responsible for repatriation of the DSW's remains and personal belongings to Kenya as soon as legally possible and without undue delay. In case the repatriation of remains is not possible, the employer should obtain the approval of the DSW's family or the Kenya Embassy for the suitable form of burial. The employer through the Saudi Recruitment Agency is responsible for making necessary procedure in pursuing compensation (if any) for	١١- في حال الوفاة يجب على صاحب العمل ووكالة الاستقدام السعودية إبلاغ السلطات المختصة وقريب العامل المنزلي/ العاملة المنزلية. ويكون صاحب العمل مسئولا عن نقل جثمان العامل المنزلي/ العاملة المنزلية ومتعلقاته/ متعلقاتها الشخصية إلى كينيا بأسرع وقت ممكن قانونيا بدون تأخير لا مسوغ له. وإذا تعذر إعادة الجثمان ينبغي على صاحب العمل الحصول على موافقة أسرة العامل المنزلي/ العاملة المنزلية أو السفارة في كينيا للدفن بصورة مناسبة. ويكون صاحب العمل مسئولا عن طريق وكالة الاستقدام السعودية عن اتخاذ الإجراء اللازم لدفع التعويض (إن وجد) إلى قريب العامل

the DSW's next of kin as per Saudi Arabia's Laws and regulations.	المنزلي/ العاملة المنزلية وفقا للقوانين واللوائح السعودية.
12. The parties to this contract shall endeavor to resolve dispute, if any, arising out of this contract amicably through the Ministry of Labor. However if the same cannot be resolved as above, the contracting parties may refer the dispute to the appropriate Saudi authorities for conciliation and/or resolution.	١٢- على طرفي هذا العقد السعي لحل أي نزاع (إن وجد) ناشئ عن العقد بصورة ودية عبر مكاتب العمل التابعة لوزارة العمل. وإذا تعذر حل النزاع بالطريقة أعلاه يجوز للطرفين المتعاقدين إحالة النزاع للسلطات السعودية للصلح و/ أو للبت فيه.
13. In case the DW runs away or refuses to work without valid causes, the Kenyan recruitment agency shall be responsible in having him/her replaced or in returning the accrued cost of recruitment to his/her employer, as per agreement between the employer, the Saudi Recruitment Agency and the Kenyan Recruitment Agency.	١٣- في حالة هروب العامل /العاملة المنزلية او رفضه العمل دون اسباب مقبولة فإن وكالة تصدير العمالة في كينيا تكون مسؤولة عن استبدال العامل/ العاملة المنزلية او اعادة تكلفة الاستقدام لصاحب العمل بحسب الاتفاق بين صاحب العمل ومكتب الاستقدام السعودي ووكالة توظيف العمالة الكينية.
14. Termination of Contract **(i)** The employer may terminate the contract by serving upon DSW a written notice. Such termination shall be effected only on the expiry of a period of 30 days from the date of service of the notice on DSW. The DSW shall be paid the wages for this period of 30 days. However, if the termination is intended with immediate effect the notice shall state the same and shall be accompanied by wages of one month. In such case, the employer shall also pay for the expenses incurred on obtaining exit papers and air ticket to Kenya to effect the departure. **(ii)** The employee may also terminate the contract by giving a written notice of 60 days to the employer and shall pay the employer an amount equivalent to 2 (two) months' wage before departure. However, if the employee terminates the contract with immediate effect, he/she shall pay an amount equivalent to 3 (three) months wage before departure. The employer on payment of the amount mentioned hereinabove shall immediately provide necessary papers to effect exit of DSW from Saudi Arabia.	**١٤- إنهاء العقد:** (١) يجوز لصاحب العمل إنهاء عقد العمل بإعطاء العامل المنزلي إشعار خطيا بذلك. ويسري هذا الإنهاء فقط بعد انتهاء مدة ٣٠ يوما من تاريخ تقديم الإشعار إلى العامل المنزلي. ويجب أن تُدفع للعامل المنزلي/ العاملة المنزلية أجوره/ أجورها عن مدة الـ٣٠ يوما هذه. لكن إذا كان الإنهاء مع النفاذ الفوري يجب أن يُنص على ذلك في الإشعار وأن يكون مصحوبا بأجر شهر واحد. وفي هذه الحالة يجب على صاحب العمل أيضا دفع نفقات الحصول على أوراق الخروج وتذكرة السفر إلى كينيا لتنفيذ المغادرة. (٢) يجوز للعامل أيضا إنهاء العقد بإعطاء صاحب العمل إشعارا خطيا مدته ٦٠ يوما وأن يدفع لصاحب العمل مبلغا يعادل راتب شهرين قبل المغادرة. لكن إذا أنهى الموظف العقد مع النفاذ الفوري يجب عليه/ عليها دفع مبلغ يعادل أجر ثلاثة أشهر قبل المغادرة. وعلى صاحب العمل عند دفع المبلغ المنصوص عليه أعلاه تقديم الأوراق اللازمة فورا لتنفيذ خروج العامل المنزلي من المملكة العربية السعودية.
15.General Provisions: **a)** The Saudi Recruitment Agency shall be responsible for informing the departure and arrival plan of the DSW in the Kingdom of Saudi Arabia to the employer. **b)** The DSW shall work solely for the employer and his immediate household, unless the DSW is recruited by a Mega Recruitment Company. **c)** The employer shall not deduct any amount from the	**١٥- أحكام عامة:** أ- تكون وكالة الاستقدام السعودية مسئولة عن إبلاغ صاحب العمل بموعد مغادرة ووصول العامل المنزلي للمملكة العربية السعودية. ب- على العامل المنزلي العمل فقط لدى صاحب العمل وأفراد أسرته مباشرة ما لم يكن العامل المنزلي مستقدم بواسطة شركة استقدام كبرى. ج- على صاحب العمل عدم حسم أي مبلغ من راتب العامل المنزلي /

regular salary of the DW. In case of deduction for lawful reasons and with approval of the DW, such deductions must be reflected in the DW's pay slip. **d)** The employer shall pay the cost of the DSW's residence permit (Iqama), exit/re-entry visa, and final exit visa, including the renewals and penalties resulting from delays. **e)** The passport and work permit (Iqama) of the DSW shall remain in her/his possession. **f)** The DSW shall be allowed to freely communicate with his/her family and the Kenya Embassy/Consulate on his/her personal expenses or account. **g)** The employer shall explain to the members of her/his household the provisions of this contract and ensure that these are observed and that DSW is well treated keeping in view in all his/her rights. **h)** The employer shall ensure the welfare and rights of DSWs promoted and protected in accordance with the applicable laws, rules and regulations of the KSA.	العاملة المنزلية المعتاد. وفي حال الحسم لأسباب مشروعة بموافقة العامل المنزلي / العاملة المنزلية يجب إبراز هذه الاستقطاعات في كشف رواتب العامل المنزلي / العاملة المنزلية. د- على صاحب العمل دفع تكلفة رخصة إقامة العامل المنزلي/ العاملة المنزلية وتأشيرة الخروج والعودة/ الخروج النهائي بما في ذلك التجديدات والجزاءات الناتجة عن التأخير. هـ- يجب أن يبقى جواز سفر وإقامة العامل المنزلي/ العاملة المنزلية بحوزته/ بحوزتها. و- يجب السماح للعامل المنزلي/ العاملة المنزلية بحرية الاتصال بأسرته/ أسرتها والاتصال بالسفارة/ القنصلية الكينية على نفقته/ نفقتها الشخصية. ز- على صاحب العمل أن يشرح لأفراد أسرته نصوص هذا العقد وضمان احترامهم له وضمان حسن معاملة العامل المنزلي/ العاملة المنزلية مع مراعاة كل حقوقه/ حقوقها. ح- على صاحب العمل ضمان رعاية العامل المنزلي/ العاملة المنزلية و تعزيز وحماية حقوقه/ حقوقها وفقا للقوانين والقواعد واللوائح السارية في المملكة العربية السعودية.
16. Any provision of this Standard Employment Contract may be altered, amended or substituted through the Saudi- Kenya Joint Technical Committee.	١٦- يجوز تغيير أو تعديل أو استبدال أي نص في عقد العمل النموذجي هذا من خلال اللجنة السعودية-الكينية الفنية المشتركة.
17. The DSW shall be repatriated at the employer's expense in the event of war, civil disturbance or major natural calamity, or in case the DSW suffers from serious illness or work injury medically proven to render her/him incapable of completing the contract. The DSW shall be paid the wages due till the date of departure from KSA.	١٧- يجب إعادة العامل المنزلي/ العاملة المنزلية إلى وطنه/ وطنها على نفقة صاحب العمل في حالات الحرب أو الاضطراب المدني أو الكوارث الطبيعية الكبرى أو في حال معاناة العامل المنزلي/ العاملة المنزلية من مرض خطير أو إصابة عمل يثبت طبيا أنها تجعله / تجعلها غير قادر/ غير قادرة على إكمال العقد. ويجب أن تدفع للعامل المنزلي/ العاملة المنزلية رواتبه/ رواتبها المستحقة حتى تاريخ المغادرة من المملكة العربية السعودية.
18. If on the expiry of the contract, the DSW desires to return to Kenya, the employer shall present the bank statement or pay slip of the DSW to Saudi Recruitment Agency. The employer and the DSW shall then sign a final settlement. Such bank statement or proof of settlement may be submitted as evidence in Kenya and in the KSA.	١٨- إذا رغب العامل المنزلي/ العاملة المنزلية في العودة إلى كينيا بانتهاء عقده/ عقدها يجب على صاحب العمل تقديم كشف الحساب البنكي أو قسيمة الدفع الخاصة بالعامل المنزلي/ العاملة المنزلية إلى وكالة الاستقدام السعودية. وعلى صاحب العمل والعامل المنزلي/ العاملة المنزلية بعد ذلك التوقيع على تسوية نهائية. ويجوز تقديم ذلك الكشف البنكي أو اثبات الدفع كدليل في كينيا وفي المملكة العربية السعودية.
19. This contract may be renewed for a period of another two years with the mutual consent of the DSW and the employer.	١٩- يجوز تجديد هذا العقد لفترة أخرى مدتها سنتان بموافقة العامل المنزلي/ العاملة المنزلية وصاحب العمل معا.
20. This employment contract will be the only valid contract. Any subsequent contract entered into between the employer and the employee in substitution of this	٢٠- يكون عقد العمل هذا هو العقد الوحيد الساري. وأي عقد يتم الدخول فيه بين صاحب العمل والموظف بدلا عن هذا العقد لا يكون ساريا.

contract shall not be valid.	
21. The contract shall be written in Arabic and English languages, both languages being equally authentic and in case of divergence in interpretation the English text shall prevail.	٢١- كُتب هذا العقد باللغة العربية واللغة الإنجليزية وكل النصوص متساوية في الحجية. وفي حال الاختلاف في التفسير يسود النص الإنجليزي.
Signatures	**التوقيعات:**

Domestic Service Worker	**Kenyan Recruitment Agency**
Saudi Recruitment Agency	**Employer**

العامل المنزلي/ العاملة المنزلية	وكالة الاستقدام الكينية
وكالة الاستقدام السعودية	صاحب العمل