

CONTRACT OF EMPLOYMENT

This CONTRACT OF EMPLOYMENT is made on this day..... month of 20..... between.....(here in after referred to as "the Employer") of the one part and Passport No..... (here in after referred to as "the Employee") of the other part.

WHEREAS the Employer shall employ the Employee in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Maldives.

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a period of.....year(s) commencing on the day of arrival of the Employee in Maldives until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Wages

2.1 The Employee shall receive a basic wage of USD..... (Excluding allowances and overtime). This basic wage shall comply with the minimum wages to be determined according to the Laws of Maldives.

2.2 Wages shall be paid by the Employer on a monthly basis no later than seventh day of the following month.

2.3 The payment of the monthly wages shall be made through a bank account in the Employee's name.

2.4 Free food or Food allowance.....will be paid by the company

3. Working Hours

Working hours shall be eight (8) hours per day in accordance with the labour laws in Maldives.

4. Overtime
In the event the Employee, upon the request by the Employer, agrees to work in excess of his normal working hours, the Employee shall be paid in accordance with the labour laws in Maldives.
5. Rest Day
 - 5.1 The Employee shall be entitled to rest day in each week.
 - 5.2 In the event the Employee upon the request by the Employer, agrees to work on such rest day, the Employee shall be paid in accordance with the labour laws in Maldives.
6. Public Holiday
 - 6.1 The Employee shall be entitled public holidays in accordance with the labor laws in Maldives.
 - 6.2 In the event the Employee, upon the request by the Employer, agrees to work on such public holiday, the Employee shall be paid in accordance with the labour laws in Maldives.
7. Annual Leave
The Employee shall be entitled to annual leave in accordance with the labor laws in Maldives.
8. Levy
The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Maldives from time to time in force.
9. Medical and Accident Insurance
The Employee shall be insured under the medical and accidental insurance scheme. In any case if the insurance is not available the employer will take responsibility. In case of death the employer will be responsible to repatriate the dead body.
10. Deductions
The Employer is entitled to make deduction for not more than 50% in a month from the Employee wages in the event of any monetary advance in accordance with the labour laws in Maldives.

11. Accommodation
The Employer shall provide the Employee with reasonable accommodation with basic amenities in accordance with the laws, rules and regulations in Maldives.
12. Sick Leave
The Employee shall be entitled to sick leave in accordance with the labour laws in Maldives.
13. Renewal of Employment approval
 - 13.1 The Employer shall renew the Employment approval at least two (2) months before the expiry date.
 - 13.2 Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.
14. Air Passage
The first travelling expenses from Bangladesh to any agreed point of entry in Maldives shall be borne by the Employer and the expenses from any agreed point of exit in Maldives to Bangladesh shall be borne by the Employer upon completion of this Contract of Employment.
15. Repatriation
 - 15.1 The repatriation cost of the Employees from their place of work to their original exit point in Bangladesh shall be borne by the Employer under the following circumstances:
 - (i) at the completion of this Contract of Employment;
 - (ii) termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Employee; or
 - (iii) termination of this Contract of Employment by the Employee due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.

The term "original exit point" in this Contract of Employment shall mean Dhaka, Bangladesh.
16. Termination:
 - 16.1 In the event the Employer intends to terminate, this Contract of Employment, the Employer shall give two (2) months' notice of his intention to terminate such

contract or two (2) months wages in lieu of notice to the Employee, and arrange repatriation to Bangladesh for the Employee.

16.2 In the event the Employee intends to terminate this “Contract of Employment” the Employee shall give two (2) months’ notice on-indemnify two (2) months wages in lieu thereof to the Employer and the Employee shall bear the cost of air fare to Bangladesh.

17. Restrictions

17.1 The Employee shall not participate in any political activities or activities of connected with political organizations in Maldives.

17.2 The Employee shall not change employment during this contract Employment period without the permission from the Employer

18. Extension

The Employer and the Employee may agree that this Contract of Employment may be extended, subject to relevant laws, rules, regulations, national policies and directives relating to Employment applicable in Maldives.

19. Safekeeping of the Passport

19.1 The Employer shall not keep the passport of the Employee in his/her custody.

19.2 The Employee passport is lost or damaged the Employee shall bear related expenses.

19.3 The Employee shall carry the passport to the Employer for medical screening and other VISA related issue.

20. Foreign Employee Identity Card or work permit card

The Employer shall ensure that each employee receives the ID card or work permit card Authentic in the event of any divergence of between any of the texts, the English text shall prevail.

21. Outstanding Wages

In the event the Employee is to be repatriated before the expiry of this Contract of Employment, the Employer shall pay all outstanding basic wages and all other payments owed to the Employee subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Maldives.

22. Amendment

The Employer and the Employee may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favorable to the Employee.

23. Time is of the Essence

Time whenever mentioned shall be of the essence of this Contract of Employment.

24. Laws

This Contract of Employment shall be subjected to the law of Maldives.

25. Succession

This Contract of Employment shall be binding on the successor in title, assigns, personnel or representatives of the parties hereto.

26. Language of this Contract of Employment

This Contract of Employment shall be prepared in 6 original texts, two each in English, Dhivehi and Bangla language, all text being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

IN WITNESS WHEREOF the parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

Employer's Signature

Employee's Signature

.....

.....

Name:

Name:

ID No.

Passport No.

Address:

Emergency contact No.

(Dependant)

(Signature of Witness from Employer)

(Signature of Witness from Employee)

.....

.....

Name:

Name:

Address:

Address: