

Communication on Progress (COP) for the UNGC

Chief Executive Officer Statement

26th April 2022

To our Stakeholders,

I am pleased to confirm that Kuwait Resources House (KRH), reaffirms its support of the Principles of the United Nations Global Compact in the areas of Human Rights, Labor, Environment and Anti-Corruption.

In this annual Communication on Progress for year 2022, we exhibit how our business practices, strategy, culture & daily operations are aligned with the Global Compact and its principles. We also commit to share this information with our stakeholders using our primary channels of communication.

Sincerely yours,



Mohammed Al Muaili
Chief Executive Officer

Intro

KRH is a member of a well diversified & synergetic group of companies, making a wide spectrum of services & solutions collaborate & serve our clients business needs.

KRH is a specialized company in providing HR solutions & Life support Services to major international companies that are executing business in Kuwait. As the pioneers of this industry founder in 1994, we continue to bring innovation and superiority in our business by combining both our excellent service delivery systems & human rights policies.

With a manpower pool size of more than 10000, we are proud to assert that KRH is a model in the service quality compliance with national & international regulations especially those of relevance to Human Rights.

In this report, we will be exhibiting the latest update of our Human Rights policies that were developed to increase our commitment in protecting human rights.

Finally, to the readers of this report and previous ones, you will find many similarities. This is due to the fact that it's the same business core with its management system that we continue to serve our clients with.

Human Rights Assessment, Policy & Goals

With our ZERO Tolerance Policy (ZTP), KRH guarantees providing the clients with services that comply and exceed international human rights standards with full compliance to local labor laws. Moreover, ZTP is a mandatory requirement to be met by all of our supply chain. We go the extra mile by providing our manpower with state of the art life conditioning & living conditions packaged with a unique culture that makes a significant impact and unmatched benefits.

- High retention rate of our skilled manpower
- Stability for your operations
- Risk free operations
- Brand reputation protection
- Better competitiveness
- Highest productivity level

We have updated our policy pertaining Human Rights, and we have a detailed kit added to the report after the Human Rights Section. Please refer to for further details.

KRH Business model, sustainability and ability to manage over 30 major projects in diverse industries such as Military & Defense, Healthcare, Technology, Automotive, Oil & Gas and many other crucial industries, heavily relies on our stringent policies & corporate culture built around Human Rights Protection.

We proudly state that KRH sets the market benchmark for Human Rights Protection and exceeds the governmental standards as well.

The relevance of this item to our business remains the same as reported in the previous COP as follows.

Human right issue is very relative to our business practice. This is due to our business model structure which is built to deliver HR Services & Life Support Services for two beneficiaries; businesses & manpower.

The sustainability of our business heavily depends on practices that cross check with the "Universal Declaration of Human Rights" articles.

Our competitiveness in our markets can only be guaranteed and maintained by delivering to those beneficiaries the promised quality of service, which evolves around jobs, humans & their rights.

Internally, KRH is recognized as being a widely diverse multi-ethnic working environment, stable & fair place to work and offers equal opportunity for individuals of various skill & qualification levels.

KRH Internal policies include strict human rights related subjects that guarantee achieving and maintaining all that. Examples of those policies are; code of conduct, respect among team members, hiring & firing policies guaranteeing compatibility with human rights, and many more.

The only risks that may exist are the governmental laws that ban certain nationalities from visiting or working. This deprives the country's local economy from benefiting of the diversity in culture and skills of people that exist in the banned parts of the world.

Our goals for 2022 are to maintain our edge in being a leading human rights supporter, in the way we practice our business, especially as we are going through a business restructuring process at this time.

Implementation

The implementation is on 3 levels. The implementation is through our updated Human Right & CTIPs policy which is attached at the end of the Human Rights Section.

1. Standardization Certifications

- a. ISO 9001 registered firm and recognized with its Quality Management System.
- b. ISO 45001 registered firm and recognized with its Health & Safety Management System.
- c. ISO 14001 registered firm and recognized with its Environmental Management System.
- d. ISO 27001 registered firm and recognized with its Information Security Management System.
- e. UNGC Reporting
- f. Combatting Trafficking in Persons (CTIPs) – Strict policies in place.
- g. Trace certified with Certification No.TC4194-7940

2. Services we provide to businesses & people

- a. For businesses:
 - I. Providing them with the manpower that meets the qualifications and experiences they seek, regardless of gender, religion, political or any other discriminatory criteria.
 - II. Stability and high performance of those manpower, which results naturally from our "Unique & Comprehensive Life Support services". Satisfied manpower performs well.
 - III. We only provide our services to businesses that have no previous record or reputation in any human rights related violation. We care for our people and only assign them to work places or projects where they are respected, well treated and valued.
 - IV. We perform on ground project management in order to have a first hand on the working conditions and incidents management, leaving the employers of our people limited worries; performance and achieving their business plan.

- b. For manpower (people).
- I. We provide high standard accommodation solutions that exceed the expectations of the hired employers. This is in terms of area, furnishing climate conditioning & many other factors.
- II. Healthcare & work insurance is provided equally to each individual.
- III. Transportation, Catering, laundry services, recreational services such as libraries & gyms, travel planning, general help & assistance in the country of performance, internet service, tailored entertainment to meet individual requests such as cable TV selection, and many more.

3- Internal mechanisms

- a. Call center.
- b. Project manager on site.
- c. Suggestions boxes.
- d. Monthly scheduled meetings.
- e. HR team offering sincere personnel services and guidance.
- f. Group seminars and motivational sessions.
- g. Multipurpose awareness sessions on safety, laws, office ergonomics, health, and many more functions.
- h. Groups English language education.
- i. Groups computer applications training.

Measurement of outcomes

1. Quality assurance

- a. Quality assurance methods are one way of measuring outcomes. This is due to our unique business structure.
- b. A quality assurance team is dedicated to monitor the delivery of our promised services and assure it equals or exceeds the quality standards.
- c. Quality team provides monthly/quarterly reporting to all stakeholders.
- d. Quality & HR teams attend immediately to any reported incident whether it's a violation to any human rights article, injury and any incident of any nature.
- e. Reports and documentation is well managed and channeled. Internal investigations on any violations are part of the HR & Legal department daily work.

2. Annual audit

Annual audit and review takes place at the end of every year, which is a practice we do not only for the sake of human rights, but as well to continuously develop our service delivery standards. This reflects on positive business growth for stakeholders, positive human rights reputation especially that we provide manpower from around the world, and of course to our clients.

3. Progress

2021 was another great year on all levels, including human rights, as no human rights violations were recorded.

CTIP COMPLIANCE PLAN

INDEX

- 1) **PURPOSE**
- 2) **ABBREVIATIONS**
- 3) **DFFINITIONS**
- 4) **REFERANCE POLICIES FROM USG**
- 5) **FAR 52.222-50 CLAUSE APPLICABILITY**
- 6) **KRH REQUIREMENTS**
- 7) **REPORTING**
- 8) **KRH ORG. STRUCTURE**
- 9) **CUSTOMER FOCUS**
- 10) **KEY PROCESSES COVERING CTIP COMPLIANCE**
- 11) **COMPLIANCE PLAN**
- 12) **REFERENCES**
- 13) **APPENDICES**

1. PURPOSE

The objective of this CTIP compliance plan is to ensure applicable project is to put in place a compliance program to implement the requirements of Federal Acquisition Regulation (FAR) Clause 52,222-50. Combating Trafficking in Persons (CTIP) (Nov 2021). KRH and its lower tier subcontractors are committed to the prevention of human trafficking.

2. ABBREVIATIONS

KRH	-	Kuwait Resources House
CTIP	-	Combating Trafficking in Persons
FAR	-	Federal Acquisition Regulation
QCP	-	Quality Control Plan
FMS	-	Fleet Management System
HSE	-	Health Safety and Environment
SDS	-	Safety Data Sheet
QMS	-	Quality Management System
POC	-	Point of Contact
PMCS	-	Preventive Maintenance Checks and Services
SOW	-	Statement of Work
IAW	-	In Accordance With
LCV	-	LOGCAP-V
USG	-	United States Government
WO	-	Work Order

3. DEFINITIONS

“Agent” – means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of KRH.

“Coercion” – means:

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” – means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” – means:

- 1) Any item of supply (including construction material) that is:
 - i. A commercial product;
 - ii. Sold in substantial quantities in the commercial marketplace; and
 - iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- 2) Does not include bulk cargo such as agricultural products and petroleum products.

“Contract” - The term “contract(s)” as used herein is inclusive of contracts, subcontracts, purchase orders, and other written agreements between KRH and its customers and vendors.

“Debt bondage” – means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” – means an employee KRH directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person:

- 1) By threats of serious harm to, or physical restraint against, that person or another person;

- 2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- 3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” – includes a condition of servitude induced by means of:

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Recruitment fees” – means Fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for:
 - i. Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees.
 - ii. Advertising;
 - iii. Obtaining permanent or temporary labor certification, including any associated fees;
 - iv. Processing applications and petitions;
 - v. Acquiring visas, including any associated fees;
 - vi. Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - vii. Accessing the job opportunity, including required medical examinations and immunizations; background, reference and security clearance checks and examinations; and additional certifications;
 - viii. KRH's recruiters, agents or attorneys, or other notary or legal fees;
 - ix. Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - x. Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - xi. Transportation and subsistence costs:
 - a. While in transit, including, but not limited to, airfare or costs of other modes of transportation terminal fees, and travel taxes associated with travel from the country of

CTIP COMPLIANCE PLAN

origin to the country of performance and the return journey upon the end of employment; and
b. From the airport or disembarkation point to the worksite;

- xii. Security deposits, bonds, and insurance; and
- xiii. Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is:

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to:
 - (a) Agents;
 - (b) Labor brokers;
 - (c) Recruiters;
 - (d) Staffing firms (including private employment and placement firms);
 - (e) Subsidiaries/affiliates of KRH
 - (f) Any agent or employee of such entities; and
 - (g) Subcontractors at all tiers.

“Severe forms of trafficking in persons” – means:

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” – means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” – means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” – means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” – means the 50 States, the District of Columbia, and outlying areas.

4. REFERENCE POLICY FROM USG

The United States Government has adopted a policy prohibiting trafficking in persons and any trafficking-related activities. Thus, KRH employees, agents and lower tier subcontractors working for KRH shall not:

1. Engage in any forms of trafficking in persons during the period of performance of the contract;
2. Procure commercial sex acts during the period of performance of the contract;
3. Use forced labor in the performance of the contract;
4. Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;
5. Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (whichever applicable), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work.
6. Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place
7. Charge employees or potential employee’s recruitment fees;
8. Fail to provide return transportation or pay for the cost of return transportation upon the end of employment
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment:
 - (a) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

Note: The requirements of the above paragraph (8)(i) does not apply to an employee who is:

(a) Legally permitted to remain in the country of employment and who chooses to do so; or

(b) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of the above paragraph (8)(i) of this clause are modified for a victim of trafficking in persons, who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. KRH will provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the KRH shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the aforementioned exemptions are applicable.

9. Provide or arrange housing that fails to meet the host country housing and safety standards

Note: Considering our projects in Kuwait, the key applicable regulation reference is Kuwait Ministerial Resolution No 199/A (2010) issued by Minister of Social Affairs and Labor.

Article 3: The employer who provides housing for his laborer must obtain the approval of the competent authority. The Ministry and other relevant authorities regarding the suitability of worker's housing before occupying the housing. It is allocated to workers as of the date of enforcement of this decision.

Article 4: The following shall be observed in the worker's accommodation rooms:

- The space allocated for one person in the common room must not be less than four square meter of imaginary space.
- Do not accommodate more than 4 workers in one room in residential complexes and 8 workers in temporary housing.
- It is prohibited to use entrances, corridors, rooftops, or basements as shelter rooms for laborers.
- The windows of the building must not allow the leakage of any dust and should be covered with a metal wire that prevents entry of insects.
- All rooms must be well ventilated and should have natural light, and with adequate artificial lighting.

Article 5: The employer shall provide a separate or shared dining room in each residence in proportion with the number of workers residing in the housing.

Article 6: The employer is obligated to provide the housing with the following basic equipment:

- Cabinets for storing workers' clothes.
- Sufficient and appropriate air conditioning equipment.
- A bed with suitable bedding and covers for each worker, and the use of a single bed is prohibited to be shared by 2 or more people.
- A water cooler with one dispenser for every twenty workers at most and equipped with a 3 step filtration system. Filtration system allowed should be made of pottery. Fiber or threaded filter system is not allowed.

Article 7: The walls of the kitchen should be covered with tiles, up to the ceiling, and the floors should be of non-slip quality.

The following equipment should be provided in the kitchens:

- Exhaust fans suitable for letting out fumes and smoke.
- A refrigerator to keep food, adequate with the number of workers residing in the residence.
- A litter box with lid and equipped with heavy-duty plastic bags.
- Water filter with 3 step filtration for use in food preparation and cooking.
- It is prohibited in all cases to prepare or cook food or to use cooking stoves or the like, outside the kitchen.

Article 8: A full toilet must be provided for every 8 workers maximum, taking into account the following requirements:

- To be provided with a water heater placed outside.
- The walls should be covered with tiles and its floor should be of non-slip quality.
- It shall be well ventilated and lit, and should be provided with appropriate disinfectants and detergents.

Article 9: The employer's responsibility extends to the maintenance of housing facilities in general and in particular equipment:

The following are included in the maintenance:

- Ceilings, walls and floors in case they are exposed to moisture, leakage and cracks.
- Wire, extensions and electrical boxes, taking into account the safety and security requirements.

Article 11: It is strictly prohibited to use the workers' accommodation for purposes other than those for which it was intended. Storing of foodstuffs for workers, as the health requirements for storing these materials, must be in accordance with the decision of competent authorities.

Article 12: The business owner is obligated to provide suitable extinguishing devices and alarms in accordance with the decision of the General Fire Department.

Article 13: The housing will be provided with medical and first aid boxes, equipped with medicines and ligatures, and disinfectants in proportion to the number of workers residing in the housing.

Article 14: The employer is obligated to appoint workers to clean the accommodation and a supervisor for each workers' accommodation building to supervise and guard the housing and notifying the employer of the facilities and equipment that would require periodic maintenance.

Article 15: The employer is prohibited from deducting any sum of money from workers in return of providing housing, its equipment or its maintenance.

5. FAR 52.222-50 CLAUSE

FAR Clause 52,222-50, Combating Trafficking in Persons (CTIP) (Nov-2021) is included in all solicitations and contracts. KRH's practice is to apply the applicable requirements stipulated in this plan. This plan is applicable for all contracts and subcontracts that KRH being a part of, and provides services.

Alternate I of this clause, which is dated March 2015, is used when the contract will be performed outside the United States and the Contracting Officer (or Subcontract Administrator in the case of subcontracts) has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of "off-limits" local establishments) that apply to contractor employees at the contract place of performance.

The applicability of this Alternate to this plan is only when the above conditions exist. This is because the Alternate specifically details the directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance, as prescribed in the clause.

6. KRH REQUIREMENTS

KRH will:

- (1) Notify its employees and agents of:
 - (i) The United States Government's policy prohibiting trafficking in persons, described above.
 - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the aforementioned USG policy

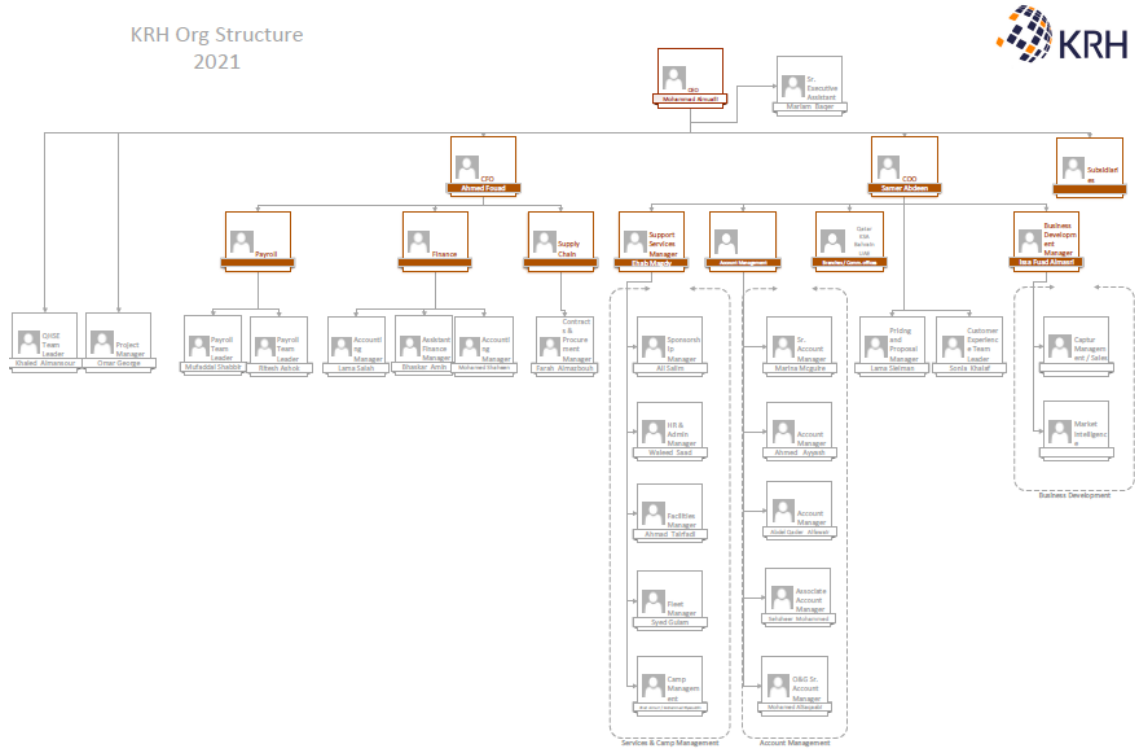
7. REPORTING

KRH will immediately report the ServCore Contracts POC of:

- (1) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the aforementioned USG policy.
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy.

Note: If the allegation may be associated with more than one contract, KRH will report the ServCore Contracts POC for the contract with the highest dollar value.

8. KRH ORG. STRUCTURE



9. CUSTOMER FOCUS

The KRH understands and strives to meet the needs and expectations of the customers, ensuring total customer satisfaction and legal compliance. To ensure this objective with respect to CTIP, KRH will fully cooperate fully with the US Government in any reviews, investigations associated with trafficking allegations or suspicions and will:

- Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct
 - Provide timely and complete responses to Government auditors' and investigators' requests for documents
 - Cooperate fully in providing reasonable access to its facilities and staff to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities
- Customer and applicable statutory and regulatory requirements are determined, understood and consistently met.
 - The risks and opportunities that can affect conformity of product and services and the ability to enhance customer satisfaction are determined and addressed.
 - The focus on enhancing customer satisfaction is maintained.

10. KEY PROCESSES COVERING CTIP COMPLIANCE

KRH ensures effective implementation of applicable requirements and USG policies across our USG projects through our core processes (Part of KRH's Integrated Management System). Following are summaries of a few key processes that has direct impact in ensuring KRH's Operational compliance with CTIP requirements.

I. PROJECTS RECRUITMENT

KRH Projects Recruitment Process Summary

- The Account Manager sends the Manpower Request to HR team with information such as Job Title, Job Description and tailored specifications (if any), Number of required manpower, Timeframe required to fulfill the request
- The HR team will analyze the manpower request to determine the source of candidates (Local/ Overseas) and to determine the timeframe required.
- The HR team searches Internal database, posts validated job vacancy ads Internally and/or externally on online job portals and start gathering Resumes for required positions from the manpower request.
- If the request contains overseas positions, the HR team will send request to the overseas recruitment agency.
- The HR team shall send request to the overseas approved recruitment associate. The overseas Recruitment associate shall advertise by various means of media / web portals the requirements of KRH and collect resumes and forward the CV's to KRH.
- The HR team will gather Resumes of applied candidates and will create a list of relevant candidates. Then, will contact all potential candidates to schedule their first interview.
- The HR team interviews the potential candidates, assuring his/her qualification & their competencies matching Job requirement, resulting in Final list. Each pre-vetting shall include English Comprehension Tests – Levels I, II, III, IV, which are conducted based on job description. Pre-vetting shall include professional Certifications and Training Courses, Job Skills, Knowledge and other necessary documents required.
- The HR team shall select the most qualified candidates for the position and prepare the Final list for issuance of Job offer and Mobilization/Normalization process.
- All selected employees for US Government Projects are provided Training and awareness on CTIP (Combatting Trafficking in persons) via Audio/Verbal sessions

- Applicant shall complete pre-medical tests and HR shall issue Job offer to the qualified candidate.
- The applicant shall receive the job offer and will either accept or decline the offer. If the offer is declined by the applicant, the HR team will go back to the shortlist and issue the job offer to the second best candidate
- When the candidate signs the offer letter the HR team will send all employee official documents to Sponsorship unit to start the Mobilization formalities.
- Sponsorship issues Work Visa at KPAM (Kuwait Public Authority of Manpower). Original Work Visa (NOC 2) is send to the recruitment associate/candidate.
- The overseas Recruitment associate will prepare all formalities of the applicant in the country of origin. Employees undergo Police Clearance/Criminal Background check (PCC), Government Medical test and Visa Attestation at the Kuwait Embassy in the country of origin before Emigration clearance and Mobilization. Offer letter is issued to the candidate upon selection.
- Recruitment Team will book the ticket for the employee and share the ticket details with the Camp-Operations. Camp Operations Team arranges for airport pick up and accommodating the employees.
- Once employee arrives to Kuwait, he/she is issued an Employment Contract/Agreement in English and Native languages, before joining duty. The orientation process continues with the Camp Operations in coordination with QHSE, HR and Training Teams, which includes Combatting trafficking in person's awareness, Sexual Harassment, Code of conduct, Kuwait Contracts Requirements, General Safety and Hygiene.
- Account Manager will receive the notification and inform the client of the employees' arrival

KRH Recruitment team evaluate each of our recruitment agencies around the globe initially and periodically to ensure CTIP and other regulatory, ethical and performance requirements are met. The entire process is documented and records maintained by KRH Recruiting team.

II. PROJECTS HOUSING

KRH will ensure that the housing provided for its employees in the state of Kuwait shall be in compliance with the *Kuwait Ministerial Resolution No 199/A (2010) issued by Minister of Social Affairs and Labor*. KRH keep it as a minimum standard and KRH will provide additional housing parameters, facilities and/or furniture; if the specific project requirement demand so. Key processes summary in terms of housing issue and maintenance are as follows:

KRH Projects Housing Selection & Issue process summary

- The pricing team sends a request for a housing unit. The request will contain key information from SOW including Contract Start date, desired locations, Apartment size (1,2, or 3 bedrooms...etc.), Required furniture, Additional special client request etc.
- The housing team will start searching for matching available options in the market. Once, the suitable options are found, the housing team will inspect these options before presenting available options to the client, in order to ensure legal compliance of the building on regulatory requirements such as Fire Department's Requirements, Suitability of location for target project etc.
- The account manager will coordinate client visit and accompany them along with KRH Facilities team to the available apartments' sites
- The client will sign the viewing form provided by the facilities team for each visit and will confirm the approved option.
- The facilities team will share the approved apartment viewing form with the concerned departments in KRH.
- Once the internal process complete, the facilities team will prepare the housing units with project specific requirements such as furniture, fire safety system, first aid provisions etc.
- Once the apartment/building is ready, the client will inspect the housing unit, furniture and appliances. Once all are confirmed, the client will sign the handover form and receive the keys.

KRH Projects Housing Maintenance process summary

- Findings/ discrepancies at employees housing units including moisture/ leakage/cracks on ceilings, walls and floors; malfunctioning of lights, exhaust fans or other appliances or furniture provided by KRH is raised as a work order from employees or identified through camp management's inspections.
- Client \ Camp will send WO through Work order request form by email to KRH Housing Maintenance team.
- WO will be assigned to technicians per category to perform the WO
- Technician will collect spare parts/ replacement items from Housing store
- Technician will visit the location along with client POC \ Tenant and the technician will complete the requested maintenance work.
- Once the work completed the client POC, \ Tenant will check the completion of the work, verify completion of work for Replace parts \ repair, and sign the WO form
- KRH Housing team POC will update their record.

- For emergency work orders, the housing team will respond immediately as per time specified for each project's SOW.
- Any work that require employees to temporarily relocated; KRH management will arrange temporary accommodation accordingly

III. PROJECTS CTIP AWARENESS

KRH PROJECTS CTIP AWARENESS

- All candidates are briefed on the CTIP requirements that are KRH is in compliance with, prior to their recruitment from their home country.
- Various declaration records are read, and their understanding acknowledged by documented records (Using Forms listed in the appendices section of this plan) that include English and the regional languages (Eg. Malayalam, Hindi etc.) to ensure any potential violation of CTIP policy prevented from the source of manpower itself.
- Once the employee reaches the country of employment, detailed new hire orientation process takes place. A series of awareness sessions coordinated by KRH Academy that ensure the employees awareness on their rights and responsibilities as a USG project employee, administrative procedures applicable to the specific project employees. KRH QHSE team provides "New Hire Induction" that covers CTIP awareness Sexual Harassment Awareness, Code of Conduct awareness, Kuwait specific contract requirement awareness and detailed HSE Induction. etc. CTIP and other sessions uses the latest version of training materials provided by the prime contractor (Vectrus, ServCore) to ensure the awareness sessions are up to date with latest CTIP requirements from USG. KRH QHSE issues certificate upon successful completion of sessions and copy of such certificate maintained in each employee's file by KRH Camp management,
- Refresher sessions are provided for project specific topics, whichever require annual/ periodic refresher by contractual obligation.
- In addition to the new hire orientation, employees are provided with latest information of CTIP at all residence camps via various communication channels including notice boards, broadcasting TV's at camps etc.
- This comprehensive CTIPs awareness program ensures all project employees of KRH are well aware of identifying Human Trafficking, their roles and responsibilities in CTIP as an employee deployed to USG project and the reporting channels.

IV. SUPPLY CHAIN CTIP COMPLIANCE

KRH Ensures that our vendors/ suppliers are in compliance with CTIP requirements from the bidding stage till the completion of subcontracted services through the "Vendor Management Process". As part of KRH's management of all tiers within the KRH supply chain we ensure that our contract with first tier subcontractors includes

CTIP requirement as a default content (As detailed in Appendix I). This enables to make the CTIP requirement to be a part of our sub-contractor's contractual obligation. Furthermore, we ensure that all first tier subcontractors cascade the CTIP requirement to second tier subcontractors, and so on.

V. PROJECT EMPLOYEES RESIDENCE CAMPS ADMINISTRATION

Administration of KRH project employee residence camps regulated through set of processes and procedures as a part of KRH Integrated management system. Following are a few of the camps management *procedures* through which KRH ensures that the camp administration services are in accordance with CTIP requirements:

- 01 - New Hire Mobilization procedure
- 02 - New Hire First time residency procedure
- 03 - Passport Options (New Arrival) procedure
- 04 - Swapping of passport options (option 2 to option 1) procedure
- 05 - Passport Release Options procedure
- 07 - Project Employee Relocation procedure
- 08 - Extension of Residency procedure
- 09 - Project Employees Vacation procedure
- 10 - Project Employees Performance violations procedure
- 11 - Project Employees Resignation Final procedure
- 12 - Project Employees Out Processing procedure
- 13 - Not Reported Back Cancellation procedure
- 14 - Employee death related compensation claim procedure
- 15 - Project Work Order procedure
- 16 - Incident Reports procedure
- 17 - Customer Complaint procedure
- 20 - Monitoring Cleaning Procedure for Housing
- 22 - Monitoring Security Procedure for Housing
- 23 - Verification of Laundry Service procedure
- 24 - Fumigation procedure
- 25 - Vehicle Inspection procedure
- 26 - Vehicle Work Order Request procedure
- 39 - Employee Survey – Services

In addition to these Recruitment/ Housing issue/ Maintenance/ CTIP Awareness/ Supply Chain CTIP Compliance/ Employee residence camps administration related process summary, and procedures listed, KRH project POC adhere to fulfil all requirements stated in the project SOW with respect to CTIP related requirements specified by applicable SOW.

11. COMPLIANCE PLAN

KRH will maintain a compliance plan that includes the following processes/ procedures as a part of KRH's integrated Management System:

- A recruitment process that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.
- A housing process/ procedures that ensures that the housing meets host-country housing and safety standards.
- An awareness program to inform contractor employees about the US Government's policy prohibiting trafficking-related activities (described in clause 5 of this plan), the activities prohibited, and the actions that will be taken against the employee for violations.
- Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1- 844-888-FREE and its email address at help@befree.org.

KRH Responsibilities

Corporate QHSE department shall be responsible for developing CTIP plan and make any amendment based on Client's SOW and contractual agreement. The designated POC (s) from KRH Operations will ensure the implementation of this plan in accordance with all applicable requirements.

12. REFERENCES

- PM-PLAN-010 Combating Trafficking in Persons Plan - Rev2 (ServCore CTIP Plan)
- FAR 52.222-50 Regulation
- LCV SOW's for OCN Laborers & EXPAT (AN)– Logistics & Life Support Services
- Kuwait Ministerial Resolution No 199/A (2010) issued by Minister of Social Affairs and Labor
- KRH Recruitment Management Process
- KRH Facilities Management Process

13. APPENDICES

Appendix A - Facility Request Form (Housing)

Appendix B - Facility Handover Form (Housing)

Appendix C - Property Viewing Form (Housing)

Appendix D - CTIP Declaration

Appendix E - CTIP-Employee Post Mobilization Placement Form

Appendix F - CTIP-Confirmation letter

Appendix G - CTIPS Awareness

Appendix H - Recruitment Agency Evaluation

Appendix I - CTIP Clause from contract with KRH Subcontractor

Appendix J - Notification regarding USG policy on Trafficking and Penalties

Appendix K - Recruitment and Wage Plan

Appendix L - Housing Plan

Appendix M - Procedure Description for Ensuring Subcontractors Compliance

Kuwait Resources House

Operations Department (Facilities Management)

Facility Request Form

To be filled by Requester:

Request for: Facility

Market Research

Requested Units Discription:

Project: _____ Starting date of Contract: _____

Rent Average: _____ Locations: _____

Standard: _____ Remarks: _____

Requester Name: _____ Date: _____

To be filled by Facilities:

Available Options:

Location	Total Units	Description	Statue	Amenities	Rent	Remarks

General Notes:

Options validation by: _____ Job Title: _____

Signature: _____ Date: _____

Feedback:

Selected Option:



Kuwait Resources House

Operations Department (Facilities Management)

Property Hand Over Checklist

Note: KRH is required to maintain records of all item inventory for the handed over unit. The keys need to be handed over to the client per the agreed date. In the event of any damages, misuse or missing items client will be held liable; who in return would have the total value to be re-imbursed to KRH.

Project :			Building Name:				
Sl. No.	Item Description	QTY	Move-in		Move-out		Comments
Living Room		QTY	Available	<input checked="" type="checkbox"/>	Available	<input checked="" type="checkbox"/>	
1	Coffee Table						
2	End table						
3	Dinning Table + 4 Chairs						
4	Rug - Large						
5	Sofa Set						
6	TV / LED 40"						
7	TV Table						
8	Curtains + Rod						
9	Extension Cord						
10	Satellite Receiver						
11	Chest of Drawer						
12	Smoke Detector						
13	Internet Router (WIFI)						
Main Bedroom		QTY	Move-in	<input checked="" type="checkbox"/>	Move-out	<input checked="" type="checkbox"/>	Comments
1	Linen set with Bed Sheet						
2	Pillows						
3	Towels Bath,Face						
4	Bed set						
5	Curtains + Rod						
6	Dresser with Mirror						
7	Night Lamp						
8	Night Stand						
9	Wardrobe						
Main bathroom		QTY	Move-in	<input checked="" type="checkbox"/>	Move-out	<input checked="" type="checkbox"/>	Comments
1	Bath Rug						
2	Waste Bin						
3	Toilet brush						
2nd Bedroom		QTY	Move-in	<input checked="" type="checkbox"/>	Move-out	<input checked="" type="checkbox"/>	Comments
1	Linen set with Bed Sheet						
2	Pillows						
3	Towels Bath,Face,Hand						
4	Bed set						
5	Curtains + Rod						
6	Dresser with Mirror						
7	Night Lamp						
8	Night Stand						
9	Wardrobe						
Bathroom		QTY	Move-in	<input checked="" type="checkbox"/>	Move-out	<input checked="" type="checkbox"/>	Comments
1	Bath Rug						
2	Toilet brush						
3	Waste Bin						

Project :		Building Name:					
Inv. ID							
Kitchen		QTY	Move-in	✓	Move-out	✓	Comments
1	Cooking Utensils						
2	Cutting Board						
3	Dinner set						
4	Glass set						
5	Knife set						
6	CAN OPENER						
7	Set of Pans						
8	Set of Pots - with lids						
9	Silverware						
10	Waste Bin						
11	Wooden Rack						
12	Dryer Machine						
13	Iron						
14	Iron Board						
15	Kettle						
16	Microwave Oven						
17	Refrigerator						
18	Stove, Electrical						
19	Washing Machine						
Move-In							
Additional Remarks / Comments:-							
Tenant				KRH Representative			
Check by:				Check by:			
Job Title:				Job Title:			
Date:				Date:			
Signature:				Signature:			
Move-Out							
Additional Remarks / Comments:-							
Tenant				KRH Representative			
Check by:				Check by:			
Job Title:				Job Title:			
Date:				Date:			
Signature:				Signature:			



Kuwait Resources House
Operations Department (Facilities Management)
Property Viewing & Interest Form

Client Details:	Property Details:
Client Name:	Building Name:
Project / Company:	Apt #:
Viewing Date:	Apt. Type:
Time:	Area:
Property Address:	
Acceptable <input type="checkbox"/>	Not Acceptable <input type="checkbox"/>
Comments:	Please specify why
A)	A)
B)	B)
C)	C)
Are you interested in this property ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Would you like to get a quote for this option ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Viewed By:	KRH
Name:	Name:
Job Title:	Job Title:
Date:	Date:
Signature:	Signature:

COMBATING TRAFFICKING IN PERSON (CTIPS) PROCEDURES- DOC A
DECLARATION A

For any complaints please contact KRH (Kuwait): CTIPS@Krhkw.com

I the undersigned _____ of _____ Nationality and holding Passport No. _____ declares hereby that I have never paid to KRH, whether directly or indirectly, any payment or gratuity against my employment with KRH.

I do hereby confirm that the information provided above is true and correct and that this declaration is given for supporting KRH efforts to combat trafficking in persons.

मैं राष्ट्रियता पासपोर्ट नम्बर घोषित करता हूँ कि मैं ने कभी भी KRH को प्रत्यक्ष या परोक्ष रूप से कोई भी राशि या उपहार अपनी रोज़गार के लिए अदा नहीं की है।

मैं पुष्टि करता हूँ कि ऊपर दिए गए सारी जानकारी सत्य और सही है। यह KRH को इस लिए दिया गया है ताकि व्यक्ति तस्करी से निमटने में उन की सहायता की जा सके।

താഴെ ഒപ്പിട്ടിരിക്കുന്ന _____ എന്ന ഞാൻ _____ രാജ്യത്തിലെ പൗരനും _____ നമ്പർ പാസ്പോർട്ടിന്റെ ഉടമയുമാണ്. കെആർഎച്ചിൽ നിന്ന് എനിക്ക് ലഭിക്കുന്ന തൊഴിലവസരത്തിനായി, എന്തെങ്കിലും പ്രതിഫലമോ പാരിതോഷികമോ, നേരിട്ടോ പരോക്ഷമായോ, ഞാൻ കെആർഎച്ചിന് നൽകിയിട്ടില്ലെന്നും ഇതിനാൽ ഞാൻ പ്രസ്താവിക്കുന്നു.

മുകളിൽ നൽകിയിരിക്കുന്ന വിവരങ്ങൾ സത്യസന്ധവും കൃത്യവുമാണെന്നും മനുഷ്യക്കടത്തിനെതിരെ പോരാടുന്നതിനുള്ള കെആർഎച്ചിന്റെ ഉദ്യമങ്ങളെ പിന്തുണയ്ക്കുന്നതിനുള്ള പ്രസ്താവനയാണ് ഇതെന്നും ഞാൻ ഇതിനാൽ സ്ഥിരീകരിക്കുന്നു.

Name:

Date:

Signature:

EMPLOYEE-POST MOBILIZATION/PLACEMENT FORM

Employee Name	
Recruitment Agency Name	
Passport #	
Nationality	
Project Name	
Current Job Title	
Contact (Kuwait)	
Contact (India)	
How did you hear about KRH Recruitment campaign? (Sources)	
What do you know about Kuwait Resources House-Company?	
Give us your feedback/experience with the Recruitment agency.	
How many agencies have you dealt with, in order to process your job application? (Names, Location)	
How much did the Overseas Agency charge you for the mobilization process?(Provide Break-up)	

Employee (Signature):	Recruitment Department (Signature):

CONFIRMATION LETTER

I the undersigned _____ of _____ Nationality and holding Passport No. _____ confirms that the Declaration Form I signed on _____ before the Recruitment Agency is genuine, true and was willfully given and signed.

In addition, I declare hereby that I have never paid to KRH, whether directly or indirectly, any payment or gratuity for my employment at KRH. I fully understand that by signing this Confirmation I do hereby waive and quit any claim I have or might have in relation to the subject matter.

This declaration is given for supporting KRH efforts to combat trafficking in persons (CTIPS) and ensure high level of Recruitment Transparency.

_____ में _____ राष्ट्रियता _____ पासपोर्ट नम्बर...
..... पुष्टि करता हूँ कि मैं ने इस घोषणा पत्र पर दिनांक को भर्ती एजेंसी में मैं ने दस्तखत किये हैं।
और यह बिल्कुल वास्तविक और अपने पूरे होश हवास के साथ हस्ताक्षर किए गए थे।

इस के अतिरिक्त कोई दूसरी फीस अदा नहीं की गयी है। मैं एक बार फिर पुष्टि कर देना चाहता हूँ **KRH** में रोजगार के लिए कोई भी भर्ती शुल्क नहीं ली गयी है। इसके अलावा मैं यह भी खुलासा: कर दूँ की मैं ने **KRH** को प्रत्यक्ष या परोक्ष रूप से कोई भी राशि या उपहार अपनी रोजगार के लिए अदा नहीं की है। मैं पूरी तरह से समझ बुझ के साथ इस विषय से मिलते जुलते कोई भी दावा का ज़िम्मेवार हूँगा।

यह बयान KRH को इस लिए दिया गया है कि ताकि व्यक्ति तस्करी से निमटने में और भर्ती ट्रांसपेरेंसी का उच्च स्तर सुनिश्चित किया जा सके .

താഴെ ഒപ്പിട്ടിരിക്കുന്ന _____ എന്ന ഞാൻ _____ രാജ്യത്തിലെ പൗരനും _____ നമ്പർ പാസ്പോർട്ടിന്റെ ഉടമയുമാണ്. റിക്രൂട്ട്മെന്റ് ഏജൻസി മുന്പാകെ, _____ എന്ന തീയതിയിൽ ഞാൻ ഒപ്പിട്ട ഡിക്ലറേഷൻ ഫോം സത്യസന്ധവും കൃത്യവുമാണെന്നും ആരുടെയും നിർബന്ധത്തിന് വഴങ്ങാതെയാണ് ഞാൻ ഡിക്ലറേഷൻ നൽകിയിരിക്കുന്നതെന്നും ഇതിനാൽ സ്ഥിരീകരിക്കുന്നു.

കൂടുതലായി, കെആർഎച്ചിൽ നിന്ന് എനിക്ക് ലഭിക്കുന്ന തൊഴിലവസരത്തിനായി, എന്തെങ്കിലും പ്രതിഫലമോ പാരിതോഷികമോ, നേരിട്ടോ പരോക്ഷമായോ, ഞാൻ കെആർഎച്ചിന് നൽകിയിട്ടില്ലെന്നും ഇതിനാൽ ഞാൻ പ്രസ്താവിക്കുന്നു.

ഈ സ്ഥിരീകരണത്തിൽ ഒപ്പിടുക വഴി, മേൽപ്പറഞ്ഞ വിഷയവുമായി ബന്ധപ്പെട്ട് എനിക്ക് ഉള്ളതും അല്ലെങ്കിൽ എനിക്ക് ഉണ്ടായേക്കാവുന്നതും ആയ ഏതൊരു അവകാശവാദവും ഞാൻ ഇതിനാൽ ഉപേക്ഷിക്കുന്നുവെന്നും ഒഴിവാക്കുന്നുവെന്നും ഞാൻ പൂർണ്ണമായും മനസ്സിലാക്കുന്നു.

മനുഷ്യക്കടത്തിനെതിരെ പോരാടുന്നതിനുള്ള കോമ്പാറ്റ് ട്രാഫിക്സിംഗ് ഇൻ പേജൻസ് - സിടിഐപിഎസ്) കെആർഎച്ചിന്റെ ഉദ്യമങ്ങളെ പിന്തുണയ്ക്കുന്നതിനും റിക്രൂട്ട്മെന്റ് സുതാര്യതയുടെ ഉയർന്ന തലം ഉറപ്പാക്കുന്നതിനും ഉദ്ദേശിച്ചുള്ളതാണ് ഈ പ്രസ്താവന.

Employee Signature	KRH Legal Department Signature
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IMPORTANT

Congratulations for being selected as a potential employee in Kuwait Resources House (KRH) family. Before we take your employment to a further step, your full understanding of and compliance with our Combating Trafficking in Persons (CTIPS) is mandatory. You should read carefully and fully understand the below **CTIPS Awareness Material**.

Should you have any question concerning the **CTIPS Awareness Material**, please do not sign before addressing your questions to KRH at: CTIPS@krhkw.com and getting the convenient clarification.

All of your queries will be treated in a strict confidentiality and we assure you further that it will have no impact on your employment process with KRH.

We appreciate your understanding of KRH aim of protecting you against any exploitation whatsoever to Trafficking in Persons, and ZERO TOLERANCE for any violation in this regard.

CTIPS AWARENESS MATERIAL

COMBATING TRAFFICKING IN PERSONS (the "CTIPS")

1. What is Trafficking in Persons?

The United Nations (UN) defines trafficking as: Recruitment, transportation, transfer, harboring or receipt of persons by means of the threat, use of force, coercion, abduction, fraud, deception, abuse or exploitation. Trafficking is...

- Holding and/or transporting people against their will
- Forcing people into servitude through violence and/or deception
- Buying or selling human beings
- Supporting the above by hiring forced prostitutes or patronizing forced labor establishments.

2. Slavery is Happening Now:

- It's Worse Than You Realize
- Trafficking in persons is the **2nd largest** criminal activity in the world, following illegal drugs just in front of illegal arms.

3. KRH COMMITMENT TO ZERO TOLERANCE AGAINST TRAFFICKING IN PERSONS

KRH combats Trafficking in Persons, and has a **ZERO TOLERANCE for any individual or entity that is involved with trafficking.** KRH is committed to CTIPS above defined and is keeping every single effort to ensure its selected candidates are in full awareness of all forms of Trafficking in Persons and Combating Trafficking in Persons. **One of which, is to ensure that KRH SELECTED CANDIDATES have not paid any amount whatsoever to the Recruiting Agency including any Middle Recruiting Agencies**

4. Under no circumstances, whatsoever, the Agency shall not charge you and you shall not pay the Agency any expenses.

5. The Agency will be responsible to provide your Medical Clearance and the Police Clearance Certificate in order to proceed further with the immigration official requirements.

6. **You should be aware that KRH has paid the Agency ALL the Recruiting Fees associated with your hiring at KRH and THUS you shall not be asked to pay any monies whatsoever.**

7. As a KRH family member, you will be fully accountable to adhere to KRH efforts in Combating Trafficking in Persons- as explained and illustrated above. It is noteworthy that your involvement in Trafficking in Persons will jeopardize your employment with KRH.

8. Please report any violations detected or concerns you may have in this regard to KRH at CTIPS@krhkw.com along with the relevant details. Assuring you, once again that all your communication with KRH will be treated as highly confidential with no impact on your employment process with KRH.



Kuwait Resources House
 Recruitment Department
 Recruitment Agency Performance Evaluation Form- KRH

Date:	Prepared By: Recruitment Dept.
Evaluation #:	Title :

Company Name:	Type of Business:
Company Address:	Phone: Fax:
Date of Meeting:	Time of Meeting:

Evaluation Measurement [Total score: 100%]

Criteria	Measurement		
Work History and Years of experience across GCC [Weight: 15%]	Number of years of experience in GCC		
	1-5 years (5%)	6-10 years (10%)	10+ years (15%)
Reputation [Values & Ethics, Clear record of Recruitment agency]. [Weight: 30%]	Number of clients in similar industry across GCC & Clients Feedback- 10 Clients as a Benchmark		
	5 clients (10%)	6-7 clients (20%)	8+ clients (30%)
Quality of candidates selected. [Weight: 35%]	% of completion of the Job Order		
	30% completion of the Job Order [12% Weight]	60% completion of the Job Order [25%	100% completion of the Job Order [35% Weight]
Mobilization Period. [Weight: 20%]	Number of Days of Mobilization Process		
	10-15 Days [20%]	15-30 Days [15%]	30-45 Days [10%]

Grand Total Score [%]	
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Appendix I

KSCR1-2 (C3) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS AUG/2010

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location. Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing

Appendix J

Notification regarding US Government policy on Trafficking and Penalties

1. The United States Government has adopted a policy prohibiting trafficking in persons. Contractors, contractor employees, and their agents shall not:

- Engage in severe forms of trafficking in persons during the period of performance of the contract;
- Procure commercial sex acts during the period of performance of the contract;
- Use forced labor in the performance of the contract;
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- Charge employees or potential employees' recruitment fees;
- Fail to provide return transportation or pay for the cost of return transportation upon the end of employment;
- Provide or arrange housing that fails to meet the host country housing and safety standards; or

- If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

2. Penalties associated with Trafficking (18 USC 1351, Fraud in foreign labor contracting

- If you knowingly and with intent to defraud: recruit, solicit or hire a person outside the United States for purposes of employment performed on a United States Government contract, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment, shall be **fined** or **imprisoned for not more than 5 years**, or **both**.
- Violations of KRH policy regarding Trafficking includes discipline up to and including termination, against employees, agents, or subcontractors that violate the policy.

3. How to report – You can report, without fear of retaliation any suspected violation listed above by notifying KRH management or by calling the Global Human Trafficking Hotline at (001) 844-888-FREE or via email at help@befree.org.

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Appendix K

Recruitment and Wage Plan

1.0 Summary

KRH is committed to complying with applicable United States laws, including 48 CFR 52.222-50. To this end, KRH prohibits its employees from engaging in activities related to trafficking in persons and hereby adopts the following Wage and Recruitment Plan (the “Wage and Recruitment Plan”) for the enter project #, and project title (the “Project”) for this purpose.

2.0 Project Background:

General template for Summary and details about the project shall include:

KRH Point of Contact (POC) name, address, and phone number:

Contracting entity performing the project:

Contracting Officer’s/Subcontract Administrator name, address, and phone number:

Project Manager’s name and contact information:

Location of the performance of the project:

Project period of performance:

Number of non-United States citizens expected to be employed:

Risk(s) associated with the project that will involve services or supplies susceptible to trafficking in persons.

3.0 Monitoring the Recruiting and HR function to Ensure Compliance with the Laws

3.1 KRH will only permit the use of examined recruitment companies, prohibit charging recruitment fees to employees, and ensure that wages meet applicable host- country legal requirements or explains any variances for the Project.

3.2 Specifically:

All recruitment companies, KRH intends to use shall be examined through the appropriate due diligence process;

3.2.2 Employment contracts must be written in a language that the employee understands and must be provided to them for review and signature at least five days prior to departure from their country of origin.

3.2.3 Employment documents must contain:

- Detailed description of the work to be performed.
- Wages to be provided (compliant with host country legal requirements or an explanation of any variance).
- A prohibition on charging recruitment fees to the employee.
- Work location(s).
- Living accommodations and associated costs.
- Time off (if offered).
- Roundtrip transportation arrangement at no cost to employees (if offered).
- Grievance process.
- Content of applicable laws and regulations that prohibit trafficking in persons.

3.2.4 The employment documents shall include:

- Employee's full name.
- Employee's date of birth.
- Employee's passport number and work visa/permit number.
- Employees emergency contact information.
- Work start date and duration of contract.
- Procedure for early contract termination without penalty, including notice period not to exceed one month (or less per applicable law).
- Contract renewal provisions.
- Regular work hours and shifts.
- Method and frequency of wage payment.
- Bonuses and conditions for earning them.
- Allowances.
- Description of additional benefits including medical insurance coverage.
- Accident/injury insurance.
- Holidays
- Annual leave
- Sick leave
- Any other applicable benefits.

3.2.5 The employment contract shall also include a description of the repatriation process and specification of the costs to be borne by the supplier and the employee.

3.2.6 The employment contract shall have no terms restricting an employee's rights to freedom of association and collective bargaining consistent with local law.

Appendix L

Housing Plan

1.0 Summary

KRH is committed to complying with applicable United States laws, including 48 CFR 52.222-50, prohibit trafficking in persons (the “Laws”). KRH prohibits its employees from engaging in activities related to trafficking in persons and hereby adopts the following Housing Plan (the “Housing Plan”) for the enter project #, and project title (the “Project”) for this purpose.

2.0 Project Background:

General template for Summary and details about the project shall include:

- KRH Point of Contact (POC) name, address, and phone number:
- Contracting entity performing the project:
- Contracting Officer's/Subcontract Administrator name, address, and phone number:
- Project Manager's name and contact information:
- Location of the performance of the project:
- Project period of performance:
- Number of non-United States citizens expected to be employed:
- Risk(s) associated with the project that will involve services or supplies susceptible to trafficking in persons.

3.0 Monitoring Provided Housing to Ensure Compliance with the Laws

The following employee housing will be offered to employees on the Project

3.1.1 Address how the housing is to be provided for the duration of the contract.

3.1.2. This housing will be provided for the duration of the Project, and will be procured from a licensed and experienced firm with competent managers and skilled support staff.

3.1.3 Any provided employee housing will meet host country housing, safety, and sanitation standards. The Project Manager will manage and monitor the housing to ensure such standards are met.

Appendix M

Procedure Description for Ensuring Subcontractors Compliance at all Levels

KRH Ensures that our vendors/ suppliers are in compliance with CTIP requirements from the bidding stage till the completion of subcontracted services through the “Vendor Management Process”. As part of KRH’s management of all tiers within the KRH supply chain we ensure that our contract with first tier subcontractors includes CTIP requirement as a default content (As detailed in Appendix I). This enables to make the CTIP requirement to be a part of our sub-contractor’s contractual obligation. Furthermore, we ensure that all first tier subcontractors cascade the CTIP requirement to second tier subcontractors, and so on.

Furthermore, we will ensure that all first tier subcontractors enforce this same requirement to second tier subcontractors, and so on, until we have assurance that the entire supply chain is in compliance.

We will review Combatting Trafficking in Persons related documents at all tiers, provide guidance for methods to ensure compliance, and follow the prescribed procedures for preventing all KRH agents and subcontractors from engaging in trafficking in persons. KRH will make use of procedures allowing KRH to monitor, detect, and terminate any agents, subcontracts, subcontract employees that have engaged in such activities. Here is an example of a procedure template:

Step 1 – Engage Stakeholders and Partners

- Understand the importance of getting external entities involved in your social compliance system.
- Become familiar with the various forms that engagement can take, including specific examples of partnerships and other collaboration.
- Identify and engage with your stakeholders, including identification of community impacts and social vulnerabilities.

Step 2 – Assess Risks and Impacts

- Understand the importance of risk and impact assessment as part of an overall due diligence approach.
- Understand supply chain mapping as a critical step in assessing risks and impacts of labor abuse.
- Learn the steps involved in risk and impact assessment and what resources are available.
- Know how to use your assessment information and available resources.

Step 3 – Develop a Code of Conduct

- Know the main standards that should be included in a good code of conduct.
- Understand the basic steps involved in developing and revising a code.
- Become familiar with industry or cross-sector codes that may be relevant to you.

Step 4 – Communicate and Train Across the Supply Chain

- Identify the people and groups to whom you should communicate and provide training.
- Define the topics that should be covered in communication and training activities for each group.
- Learn about appropriate communication channels and training formats for different audiences.
- Understand how to put effective grievance mechanisms in place.

Step 5 – Monitor Compliance

- Understand the personnel requirements for your auditing activities.
- Know what tools your auditors need to do their job.
- Decide how you will schedule audits.
- Understand the components and flow of a typical audit.
- Learn good practices for managing, analyzing and using audit data.

Step 6 – Remediate Violations

- Understand the distinction between correcting a violation and implementing systems to prevent it from recurring.
- Learn about specific actions you can take to correct child labor and forced labor violations and prevent them from recurring.
- Understand the basic structure of a Corrective Action Plan (CAP) as well as options for developing and implementing one.

Step 7 – Independent Review

- Understand the difference between auditing and independent review, and understand the importance of independent review as a critical step in the social compliance process.
- Learn how impact evaluation may benefit your program.

Step 8 – Report Performance and Engagement

- Understand the reasons for reporting publicly on social compliance programs, and the benefits for companies.
- Understand the nature and scope of the information that should be reported.
- Get a sense of the work involved in preparing and issuing public reports.
- Understand how to build engagement on issues of social compliance.

MANPOWER SUPPLY AGREEMENT

MANPOWER SUPPLY AGREEMENT

This “**Manpower Supply Agreement**” is made on _____ (“**Effective Date**”) and entered into by and between:

Kuwait Resources House for Human Resources Management and Services Co., a Closed Share Holding Company, incorporated under the laws of the Sate of Kuwait with Company Registration (CR) No.: 73876 and having its offices at: 13th Floor, Al-Ghawali Building, Al-Shuhada Street, Sharq, Kuwait (**Hereinafter referred as “KRH”**).

And

_____, a Company, incorporated under the laws of _____, having its office at: _____, (**Hereinafter called “the Agency”**).

(KRH and Agency may be hereinafter referred to collectively as the “Parties” and individually as the “Party”)

Recitals

- **WHEREAS**, KRH is a reputed Company in the State of Kuwait, providing integrated HR Solutions and Life Support Services and might have a need from time to time for manpower to work in Kuwait or other countries ("Territory") in accordance with the terms and conditions of this Agreement;
- **WHEREAS**, the Agency is engaged in the business of Manpower supplying in accordance with the highest industry standards and practice and has rich experience in the field of staffing solutions that includes all manpower supply, recruitment services, placement services for direct marketing, promotional activities and all other kind of jobs, labour managements, technical, non-technical, skilled and un-skilled personnel requirements etc. whereas the Agency agreed to supply KRH with candidates that best meets KRH’s requirements;
- **WHEREAS**, based on such representations, KRH has agreed to avail such services as mentioned above, from the Agency, for the purpose of supplying to KRH with qualified candidates, being elaborated in detail as per the mutually agreed terms and conditions hereunder of this Manpower Supply Agreement;
- **WHEREAS**, KRH desires to appoint the Agency as a non-exclusive Recruiting Manpower supplier for *the* purpose of supplying the Services to KRH's in support of KRH's operations and projects in the territory;
- **WHEREAS**, the Parties desire this Agreement to govern and act as a Master Agreement for all job orders submitted by KRH to the Agency in request for manpower;

NOW THEREFORE, in consideration of the mutual consent and understandings herein stated, the Parties hereby agree as follows:

CLAUSE: 1- APPOINTMENT

- a) KRH *hereby* appoints the Agency as a non-exclusive manpower supplier, and the Agency accepts such appointment for the provision of the Services to KRH In the Territory. The Agency acknowledges that **Combating Trafficking in Persons (CTIPs) Policy attached to this Agreement shall be considered an integral part of this Agreement to act accordingly** and undertakes to abide by its provisions. However, the breach of this policy shall lead to the termination of this Agreement or any Task Order thereof;
- b) KRH and the Agency hereby enters into this Agreement for the Scope of Services as detailed in Clause-2 below and specified in the attached **Task Order** herewith, which shall be an integral part of this Manpower Supply Agreement;
- c) The quality of the Agency's services will be the essence of this Agreement and shall form a central factor of this Agreement. The Agency will take all possible steps to ensure consistent good quality of services thru its manpower deployed. The Scope of Work, along with total number of requirement of Manpower with prices, payment terms, qualifications, travel, interview, hiring procedure, role, responsibilities and all other requirements have been attached in details herewith and as **Task Order as an integral part of this Manpower Supply Agreement;**

CLAUSE: 2- SCOPE OF WORKS FOR SERVICES

The Agency hereby undertakes to provide KRH with qualified candidates who shall meet KRH's Job Order requirements and the Scope of Services as specified below:

2.1 KRH Job Order

- KRH will forward *to* the Agency its demand for manpower by job orders ("Job Order" or "Job Orders") in the form attached to this Agreement as Attachment A -Job Order;
- All KRH's Job Order(s) shall *form* an integral part of this Agreement. *The Parties agree that* KRH is under no obligation to use the Services of *the* Agency under this Agreement. *For* the avoidance of doubt, the Agency shall have no right or claim against KRH to any minimum number of Job Orders throughout the Term of this Agreement;
- Upon receiving KRH's Job Order, the Agency, in order to show its capabilities, shall within 5 business days forward to KRH if available, pre-screened resumes from *the* Agency Database for qualified candidates that meet KRH requirements;
- KRH's Job Order shall include for each position; job description, years of experience, required qualification, salary structure, terms and conditions of the required vacancy, and nationality of candidates;

2.2 Shortlisting

Upon receiving the demand letter from KRH along with the *Power Of Attorney*, Foreign Services Agreement and Employment Contract duly attested by the concerned authorities of the State of Kuwait, the Agency shall within 21 days:

- Advertise by various means of media / web portals the requirements of KRH to attract *the* candidates and collect resumes in case there are insufficient resumes in its data base;

- Interview candidates and assess their qualifications and experiences in connection with the job order and advise KRH of its findings;
- Verify the references and credentials of Candidates and shall forward its feedback to KRH for review and approval;
- If requested by KRH, the Agency shall *make* available to the delegates of KRH, its offices (or Agency's agents offices), staffs and other facilities in the candidates' country of Origin, The Agency *shall* bear the costs of advertisements and expenses for the interview, venue during the time that KRH's delegate conducts interviews in the country of Origin;
- KRH shall assess each candidate resume and have final authority in shortlisting the candidates;
- Check out if the shortlisted candidates *match* the statutory normalization requirements applied in Kuwait;
- Provide KRH with all necessary documents required to process the relevant Visas/Work Permits of the Shortlisted candidates in compliance with the procedures of the Government of the State of Kuwait;
- Advise KRH in writing about the time required to mobilize the shortlisted candidates to Kuwait;

2.3 Mobilization

- On the receipt of *the* visas and air tickets from KRH, the Agency shall assist the candidates in obtaining Emigration Clearances, Medical Checkup and Visa Stamping from the concerned authorities/Embassy of candidates' country and provide mandatory briefing about the working and living conditions in Kuwait;
- Assist the selected candidates in the travel arrangement until they reach the Entry Airport in the country of deployment;
- Mobilize the short listed candidates to Kuwait in booking time. In any case, the Agency shall make the candidate(s) ready for mobilization of the selected candidates not later than 21 days from receiving the visas pursuant to this paragraph;
- Send with each recruited candidate personnel file enclosing the following documents mentioned below:
 - Copy of Original Interview Evaluation Sheet;
 - Police Clearance Certificate;
 - Copy of CV, Supporting Documents and Original Pre-Medical Reports;
 - Twelve (12) Colored personal photographs;
 - Signed Employment Agreement;
 - Passport Copy;
 - Duly filled and Signed AGENT undertaking form, and
 - Details of Next of Kin in country of origin.

2.4 Probation Period/Replacement

Throughout the term of the Agreement, the Agency hereby guarantees to provide qualified candidates and shall bear responsibility within the first 100 days (probation period) from the date of arrival of the selected candidates to Kuwait. If any selected Candidate is deemed by KRH or KRH's Client as unfit for any reason, fails to report to work within the aforementioned probation period, then the Agency shall at its sole cost

and responsibility send the selected candidate back to his/her country of origin and mobilize the replacement to Kuwait at the Agency costs within 20 Calendar days from the time the Agency receives a written notice {or email} from KRH of the unsuitability of the hired candidate. The unfitness of the selected candidate, may but not limited to, be attributed to any of the following circumstances:

- Medically Unfitness;
- Unsuitability for the job requirements;
- Inability to *provide* the supporting documents of the candidate's competency for the required vacancy.
- Termination of the candidate's contract due to misconduct or delinquency.
- The failure of the candidate to meet the statutory requirements of the State of Kuwait.

2.5 Time Frame

The Agency acknowledges that time is of essence and undertakes to meet all the above mentioned deadlines in the performance of its obligation under the Agreement. Failure to meet deadlines is considered a material breach of this Agreement.

CLAUSE: 3-TERM AND TERMINATION

- a) This Agreement shall be concluded for one (1) year from the Effective Date but shall survive the expiry date to the completion of the probationary period of the last selected candidate (or any replacement thereof) introduced to KRH by the Agency in connection with the Job Order submitted to the Agency;
- b) KRH, at no further obligation, liability or cost, shall have the right to terminate this Agreement for convenience by giving 15-day prior notice to the Agency. The termination of the Agreement in accordance with this clause shall have no effect on any Task Order issued between the Parties before termination effective date;

However, this Manpower Supply Agreement also can be terminated by KRH or shall be deemed to be terminated in any of the following events:

- a) If the Agency is adjudged insolvent;
- b) If the Agency goes into liquidation voluntarily or through Court;
- c) If this Agreement becomes illegal by virtue of any law;
- d) If the license of the Agency is cancelled by the Kuwait Authorities for any reason;

CLAUSE: 4-FEES AND EXPENSES

- The Agency shall be responsible for its own operational expenses, office expenses, salaries and taxes;
- Unless otherwise expressly stated to the contrary in the Agreement or Job order and for the avoidance of doubt, each Party shall bear the costs associated with the performance or nonperformance of its obligations under the Agreement;

CLAUSE: 5-OBLIGATIONS OF THE AGENCY

- The Agency shall from the commencement date of the terms, shall provide services as agreed upon and set out in this Agreement and attached **Task Order** hereto in a professional and competent manner, as per good trade practices

legislations and regulations in force. The Agency shall be responsible for its own operational expenses, office expenses, salaries and taxes;

- Unless otherwise expressly stated to the contrary in the Agreement or Job order and for the avoidance of doubt, each Party shall bear the costs associated with the performance or nonperformance of its obligations under the Agreement.
- The Agency shall abide and be in full compliance with all requirements/regulations set by the hiring country and Kuwait Government related to recruiting candidates. KRH has zero tolerance to any violation that might take place in this regard- and will terminate the contract immediately, in case of any violation to applicable laws in hiring country and Kuwait is found and the Agency shall reimburse KRH for and against any penalty for default or breach that may be imposed by KRH's Client upon KRH resulting from the failure of the Agency to perform its obligations under this Manpower Supply Agreement;
- The Agency or its affiliate shall comply with all Applicable Laws, rules and regulations and governmental orders of the State of Kuwait and Republic of India relating to anti-bribery and anti-money laundering;
- The Agency shall comply and continue to comply with all the statutory provisions and shall obtain all licenses, permissions and registrations as may be required under applicable law, for the conduct of their business and which permits the Agency to provide the services under this Agreement;
- The Agency in performing its obligations under this Agreement, shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid impropriety or adverse impact on the interest of KRH;
- The Agency will not make any promises, representations, warranties or guarantees on behalf of KRH without the prior consent in writing of KRH;
- The Agency shall not disclose to any third party and deal with any form of media in relation to this Agreement;

Clause:6-NON-COMPETE

- *The Agency* agrees not to contact or solicit, either directly or indirectly with KRH's Clients or any other company, party, personnel involved in same project (s) KRH is working on-condition the said project is notified to the Agency.
- The Agency shall not, in general, conduct, solicit, or respond to business with KRH's Clients or Competitors without KRH's prior written consent.

CLAUSE: 7-ASSIGNMENT

Neither Party shall assign this Agreement or any obligation thereof to any third party without the express prior written consent of the other Party. In case the Agency subcontracts to a third party the Services or any part thereof, the same shall not discharge the Agency from its liabilities to KRH under the Agreement.

CLAUSE: 8-ETHICS OF BUSINESS

The Agency shall comply with all applicable laws and regulations, whether in Kuwait, India or any third countries while performing its obligation including the principles of Fair Dealing and Codes

of Ethics. The Agency will indemnify and hold KRH harmless for damages to KRH whatsoever arising from breaching this obligation.

CLAUSE:9-CONFIDENTIALITY

Information supplied and exchanged by both Parties shall be confidential and used only by the Parties for the performance of this Agreement.

CLAUSE: 10-NON EXCLUSIVITY

KRH shall have the right to deal with another recruiting agency and will not be exclusively tied to the Services of the Agency, if the agency fails to meet its obligations under the Agreement

CLAUSE: 11-ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and shall supersede all previous understandings and agreements between the parties, whether oral or written.

CLAUSE: 12-NOTICES

All notices required to be given or information supplied by either of the parties to the other party pursuant to the provisions of this agreement shall be delivered by hand sent by registered mail or courier services or sent by fax:

In case of KRH, such notices will be delivered to:

Kuwait Resources House,

Waleed Saad-HR & Admin Manager

Sharq Area, Al-Shuhada Street, Al-Ghawali Center, KRH 13th Floor,

P.O. Box: 2214 Safat, 13023, Kuwait.

Ph: 00965 – 2232 0097 Fax: 00965 – 2232 0131

Email: w.saad@krhkw.com

Samer Abdeen – Chief Operating Officer

Sharq Area, Al-Shuhada Street, Al-Ghawali Center, KRH 13th Floor,

P.O. Box: 2214 Safat, 13023, Kuwait.

Ph: 00965 – 2232 0012 Fax: 00965 – 2232 0131

Email: samer@krhkw.com

In case of the Agency, such notices will be delivered to:

CLAUSE: 13-INDEMNIFICATION

- The Agency shall indemnify KRH and its representatives, Directors, employees, agents, jointly and or severally, at all times, against all proven losses, thefts, misappropriation, and pilferage of their belongings which arise due to the negligence, misconduct, carelessness of the Agency or any breach or violation of the terms and condition of this Agreement;

- The Agency also shall indemnify and hold KOC and KRH harmless from and against any claim raised by the Agency or its any affiliate recruitment agency or Final Selected Candidates (FSCs) in Kuwait, India or in any other third country in connection with this Manpower Supply Agreement signed between KRH and the Agency;

CLAUSE: 14-WAIVER

The failure of either Party to enforce at any time any one or more of the terms and conditions of this Agreement, shall not be a waiver of them or of any rights at any time.

CLAUSE: 15-AMENDMENTS

KRH and the Agency shall have the right to effect additions or alternations to the terms and conditions of this agreement on mutual understanding but no such addition or alteration shall be valid and binding unless signed by the authorised representatives of each of the parties.

CLAUSE: 16-PERFORMANCE BOND

For guarantying the performance of its obligation under the Agreement, the Agency upon KRH request shall deposit with the latter a performance bond, cash deposit or any other security whose amount conditions, and validity are to be determined by, KRH. KRH shall use the performance bond for immediately remedying any damages in the event of Agency's any breach or default.

CLAUSE: 17-ORDER OF PRECEDENCE

- Any Job Order submitted to the Agency shall form an integral part and subject to the terms and conditions of this Agreement;
- Terms and conditions of the Job Orders shall supersede the terms and conditions of this Agreement if approved by the Agency;

CLAUSE: 18-FORCE MAJEURE

Force majeure shall mean the events beyond the control and/or prediction of the Parties which cannot be avoided including but not limited to:

- i. Natural calamities, earthquake, flood, thunder, fire, etc.
 - ii. War, war-like situation, terrorists' activities, embargo, commotion, etc.
 - iii. Acts of Government including Governments at the place of performance
- Neither Party shall be liable to the other Party by reason of any delay in performing or any failure to perform any of its obligations hereunder, if such delay or failure was due to any cause beyond the Party's reasonable control including without limitation acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotions, fire, explosion, flood, epidemic, lock-outs, strikes or any blockade due to Covid-19 ("Force Majeure");
 - If either Party is affected by Force Majeure, it shall promptly notify the other Party in writing of the nature and extent of the circumstances in question and shall take all reasonable steps to mitigate the effect of the delay or failure. Performance of the

Agreement shall be suspended for such time as the delay continues provided that, where Force Majeure continues for a period of one (1) month or more, KRH shall be entitled to terminate this Agreement forthwith by written notice to the Agency to that effect;

CLAUSE: 19-APPLICABLE LAW AND JURISDICTION

- a) This Manpower Supply Agreement shall be subject to and governed by the laws of the State of Kuwait.
- b) Any disputes arising from this Agreement shall be submitted to the exclusive jurisdiction of the Courts of the State of Kuwait. However, KRH shall have the right to sue the Agency before any court whether in or outside Kuwait.

IN WITNESS WHEREOF, both parties hereto have executed this Manpower Supply Agreement on the date mentioned above.

**Kuwait Resources House for Human Resources
Management and Services Co. (KRH)**

_____ **(The Agency)**

Signature: _____

Signature: _____

Name: Mohammed Al Muaili

Name:

Title: C.E.O.

Title:

Date:

Date:

52.222-50 Combating Trafficking in Persons

As prescribed in 22.1705(a)(1), insert the following clause

Combating Trafficking in Persons (Nov 2021)

(a) Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;

- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so;

or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

Alternate I (Mar2015). As prescribed in 22.1705(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

the undersigned, hereby acknowledge that will comply with the Combating Trafficking in Persons (CTIPS) Policy.

Name :

Date :

Signature :

ATTACHMENT A: "JOB ORDER TEMPLATE"	JOB ORDER #1
	Subject to Manpower Supply Agreement Dated

Agency :

KRH requires the Agency to provide KRH with qualified personnel, as per KRH requirement, from Kenya to be assigned to the Project. The manpower services shall meet the below minimum requirements.

Job title	AS SPECIFIED IN THE ID	
Job Description	As Attached	
	Fitness:	The candidate must be fit and healthy and psychologically capable of performing the job. The candidate must do and pass the medical check in Kuwait.
Language:	For the Arabic native speakers	
	For the Non Arabic Speakers	English
Quantity	MALES	FEMALES
Experience	1.	
Special Conditions:	<ol style="list-style-type: none"> 1) The Agency shall provide KRH candidates as per it requirement, for every position hereby ordered. The candidates should match the requirements mentioned in the Job Description (experience, qualification.) and shall be available and ready for interview at KRH's convenience. 2) The fee of Agency shall be equivalent toof the basic salary to be paid by KRH, for every candidate selected and accepted by KRH's Client ("Fee"). 3) The Fees will be paid as follows: <ul style="list-style-type: none"> • % upon the work commencement date of each candidate as specified in the Job Offer. • ...% after each candidate completes successfully a probationary period of 100 actual business days in the service of KRH's Client. 4) No performance bond is required to be provided by Agency under this Task Order. 5) Article 2.3.5 (vii) – reserved. 6) Article 2.3.5 (viii)-reserved. 7) The Agency shall neither solicit any business from nor have any communication with KRH's client unless approved in writing by KRH. KRH written approval shall not release the Agency from its obligation to copy KRH in all communications exchanged with KRH's client. 8) The Agency acknowledges the Combating Trafficking In Persons (CTIPs) Policy attached to this Job Order and undertakes to abide by its provisions. The breach of this policy shall lead to the termination of this Agreement or any Task Order thereof. 	
	I hereby Adhere To These Special Conditions SIGNATURE.....	

On behalf of Kuwait Resources House	
Chief Executive Officer	
Mohammad Al Muaili	
Signature	
I, the undersigned, hereby acknowledge that has received the above Job Order on the date mentioned below.	
Name	:
Date	:
Signature	:

EMPLOYMENT CONTRACT

This employment contract ("Contract") is made on «Date_Of_Join».

By and between Kuwait Resources House for Human Resources Management and Services company having its offices at Sharq, Al Ghawali Center 13th floor, P.O.BOX 2214 Safat, 13023 Kuwait. (Hereinafter referred to as the "Employer") and

Name. «Name»

Nationality: «Nationality»

Civil Id Number: «Civil_ID»

(Hereinafter referred to as the "Employee")

The Employer and the Employee may be hereinafter referred to collectively as the Parties.

Preamble

The Employee agrees to be appointed by the Employer to work in any Project performed by the Employer in The State of Kuwait.

NOW THEREFORE, the Parties agree as follows;

1. The Employee agrees to be appointed as «Title», in any Project performed by the Employer in The State of Kuwait in accordance with the terms and conditions of this Contract and Job Offer that forms an integral part thereof, The Employee shall commit to all Instructions, Internal Regulations, Policies, and Penalty By-Laws of the Employer, such instructions, policies and regulations form an integral part of this contract.
2. The Employee shall be entitled to a monthly salary of «Salary» KD (Kuwait Dinars only) payable at the end of each calendar month.
3. Due to the nature of the Project the Employer shall provide the Employee;
 - 3.1 Air ticket of economy class to Kuwait if mobilized from point of Origin.
 - 3.2 Return Airline ticket of economy class to the Mobilization Airport (unless the employee joins another job in Kuwait) under the following conditions:
 - 3.2.1 Completion of the agreement duration
 - 3.2.2 Force Majeure
 - 3.2.3 Termination of employment with no fault of the Employee
 - 3.3 Living Allowance: KD - 100 /month

रोजगार सम्झौता

यो रोजगार सम्झौता ("सम्झौता") «Date_Of_Join»

मा कुवैत रिसोर्स हाउसद्वारा शार्क, एआई घवली सेन्टर १३ औं तला, पि. ओ. बक्स २२१४ सफात, १३०२३ कुवैतमा स्थित हिउमन रिसोर्स म्यानेजमेन्ट एंड सर्विस कम्पनी (यहाँ पछि "रोजगारदाता" को रूपमा उल्लेखित) र श्री <<कर्मचारीको नाम>> बीच गरायिएको छ।

नाम «Name»

राष्ट्रियता: «Nationality»

नागरिक आईडी नम्बर: «Civil_ID»

(यहाँ पछि "कर्मचारी" को रूपमा उल्लेखित)

नियोक्ता र कर्मचारी यहाँ पछि सामूहिक रूपमा दलहरुको रूपमा उल्लेख गर्न सकिन्छ ।

प्रस्तावना

कर्मचारी कुवैत राज्य मा नियोक्ता द्वारा प्रदर्शन गरीएको कुनै पनि परियोजना मा काम गर्न को लागी रोजगारदाता द्वारा नियुक्त गर्न सहमत हुनुहुन्छ ।

अब त्यसैले, दलहरु निम्नानुसार सहमत छन्;

1. यस अनुबंध र रोजगार प्रस्ताव को नियम र शर्तहरु जुन एक अभिन्न अंग बने अनुसार कर्मचारी «Title» को रूप मा कुवैत राज्य मा नियोक्ता द्वारा कुनै पनि परियोजना सञ्चालन गरिएमा सहमत छन् । कर्मचारी सबै निर्देशन, आन्तरिक नियम, नीति, र रोजगारदाता को कानून द्वारा दण्ड, नीति र नियमहरु, यस अनुबंध को अभिन्न अंगप्रति प्रतिबद्ध हुनुपर्ने छ।
2. कर्मचारी प्रत्येक क्यालेन्डर महिना को अन्त्यमा «Salary» केडी (कुवैत दिनार मात्र) को मासिक तलब को हकदार हुनेछ ।
3. परियोजना को प्रकृतिलाई मध्यनजर गरि रोजगारदाताद्वारा कर्मचारीलाई यी सुविधाहरु प्रदान गरिनेछ;
 - 3.1 कुवैत को लागी इकोनोमी क्लास को हवाई टिकट । यदि उत्पत्ति को बिन्दु बाट परिचालित छ भने इकोनोमी क्लासको एयरलाइन्स टिकट ।
 - 3.2 फर्किनका निम्ति परिचालित एयरपोर्ट सम्म को लागी इकोनोमी क्लास को एयरलाइन्स टिकट (जब सम्म कर्मचारी कुवैत मा अर्को जागिर मा शामिल हुदैन) निम्न शर्तहरु को तहत:
 - 3.2.1 सम्झौता अवधिको समाप्ति
 - 3.2.2 Majeure बल
 - 3.2.3 कर्मचारी को कुनै गल्ती बिना रोजगार को समाप्ति
 - 3.3 बस्ने भत्ता: KD - १०० /महिना

- 3.4 Medical care services in accordance with the services presented by the Ministry of Health (MOH). In case of any charges to be imposed by MOH, the employee should bear such charges.
- 3.5 Workmen compensation as per the applicable laws of the State of Kuwait.
- 3.6 In case of the employees death, all repatriation expenses of the remains and will be handed over to his/her relatives at his/her native country in consultation with the employees embassy.
- 3.7 Employee shall be entitled to the following benefits in compliance with Kuwait Labor Law;
- 3.8.1 Annual Leave
- 3.8.2 End of services Indemnity
- 3.8.3 Overtime Reimbursement
- 3.8.4. Official Holidays
4. This contract is signed for an unidentified Period, starting from the Work Commencement Date anticipated to start on «Date_Of_Join»
5. The employee will be subject to a “probationary period” of 100 working days.
6. The validity of this contract is conditional to obtaining the necessary permits and licenses required by the government for the Employee to start working for Employer. The Employer is not liable to indemnify the Employee if the Governmental Authorities refuse to approve this Contract or the related Work Permit.
7. The Employee undertakes to deliver to the Employer within one month of signing this Contract, all the particulars, documents, certificates and licenses needed for his/her formal employment or to transfer his/her residency to Employer according to the provisions of the law, and also undertakes to notify the Employer in writing of any changes or amendments thereof. This Contract is subject to termination without any liability on Employer whatsoever in the event Employee is unable to provide any of the above required documents or documents provided prove to be false.
8. During the term of this Contract, the Employee shall refrain from and shall not be entitled, whether directly or indirectly and in whatever mean, to solicit, induce, encourage or motivate any other employee to work for the benefit of any other individual, entity or party whether considered as competitor to the Employer or not. This obligation shall survive for 2 years after the expiration or early termination of this Contract.
- 3.4 स्वास्थ्य मन्त्रालय (MOH) द्वारा प्रस्तुत सेवाहरु अनुसार चिकित्सा हेरचाह सेवाहरु । MOH द्वारा लगाईने कुनै शुल्क को मामला मा, कर्मचारी यस्तो शुल्क वहन गर्नुपर्छ ।
- 3.5 कुवेत राज्य को लागू कानून अनुसार कामदार क्षतिपूर्ति ।
- 3.6 कर्मचारीहरुको मृत्यु भएमा, सबै अवशेष स्वदेश फिर्ता खर्च र कर्मचारीहरु को दूतावास संग परामर्श गरी उसको पैतृक देशमा उसका आफन्तहरु लाई हस्तान्तरण गरिनेछ ।
- 3.7 कर्मचारी कुवेत श्रम कानून को अनुपालन मा निम्न लाभ को हकदार हुनेछ;
- 3.7.1 वार्षिक बिदा
- 3.7.2 क्षतिपूर्ति सेवा को अन्त्य
- 3.7.3 ओवरटाइम प्रतिपूर्ति
- 3.7.4 आधिकारिक बिदा
4. यो अनुबंध एक अज्ञात अवधिको लागि हस्ताक्षर गरीएको छ, जुन «Date_Of_Join» मा शुरू हुने अनुमानित कार्य प्रारम्भ मिति बाट शुरू हुनेछ ।
5. कर्मचारी १०० दिनको "परिवीक्षा अवधि" को अधीनमा हुनेछ।
6. यो अनुबंध को वैधता कर्मचारीहरु को रोजगार को लागी काम शुरू गर्न को लागी सरकार द्वारा आवश्यक अनुमति र लाइसेन्स प्राप्त गर्न को लागी सशर्त छ। सरकारी अधिकारीहरु यो अनुबंध वा सम्बन्धित कार्य अनुमति स्वीकृत गर्न अस्वीकार गरेमा नियोक्ता कर्मचारीलाई क्षतिपूर्ति दिन उत्तरदायी छैन ।
7. कर्मचारीले यो अनुबंधमा हस्ताक्षर गरेको एक महिना भित्र रोजगारदातालाई कानूनी प्रावधानहरु अनुसार उसको औपचारिक रोजगार को लागी वा नियोक्तालाई उसको निवास स्थानान्तरण गर्न को लागी आवश्यक सबै विवरण, कागजात, प्रमाणपत्र र इजाजतपत्र, बुझाउनु पर्ने र नियोक्तालाई कुनै पनि परिवर्तन वा संशोधन को लिखित मा सूचित गर्न जिम्मा लिन्छ। यो अनुबंध नियोक्ता मा कुनै पनि दायित्व बिना कुनै पनि घटना मा कर्मचारी माथिको आवश्यक कागजात वा प्रदान गरिएका कुनै पनि कागजातहरुि सच्चा साबित गर्न असमर्थ छ भने समाप्त गर्न को लागी विषय हो ।
8. यस अनुबन्ध को अवधि को दौरान, कर्मचारी बाट टाढा रहनु पर्छ र, चाहे प्रत्यक्ष वा अप्रत्यक्ष रूपमा र जुनसुकै अर्थमा, माग्ने, प्रेरित गर्ने, प्रोत्साहित गर्ने वा अन्य कुनै व्यक्ति, संस्था वा को हित को लागी काम गर्न को लागी प्रेरित गर्न हकदार हुनेछैन, चाहे पार्टी नियोक्ता को प्रतियोगी को रूप मा मानिएको छ वा छैन। यो दायित्व यो करार को समाप्ति वा चांडो समाप्ति पछि २ बर्ष सम्म जीवित रहनेछ ।

9. Throughout the term of this Contract and for a period of 2 years after the expiry or early termination of the Contract for any reason, the Employee shall not, under any circumstances and by any means (written, verbal, electronically. etc), disclose any information about its assigned duties or any work related affairs . Such information is considered highly confidential to the Employer and Employee and shall not disclose the same to any other person, establishment or company inside or outside Kuwait.
10. The Employee for a period of two (2) years after termination of this Contract shall not, without the Employer's prior written consent, , directly or indirectly work, for any other individual and/or entity, nor shall Employee be an owner or joint owner of any other enterprise, carrying out the same or similar activity or considered as a competitor of the Employer in Kuwait.
11. The Employee throughout the Term of this contract shall not without the Employer's prior written consent, work for any third party whether directly or indirectly, paid or unpaid, in or out of Work hours, during holidays and /or annual leaves, or within or outside the State of Kuwait. If the Employee breaches this Obligation, the Employer shall have the right to recover all the monies paid by Employer to the Employee during the aforementioned period.
12. The Employee upon the expiry or early termination of this Contract shall handover to the Employer any funds, documents and/or machines belonging to the Employer and held in his/her possession.
13. If Mobilized by the Employer, the Employee shall pay to the Employer all mobilization costs incurred by the latter in case the Employee fails to complete 2 years in the service of the Employer.
14. The Labor Law (Law no. 6 of 2010) and the Employer's Internal Policies, Regulations, and Penalties by-laws shall cover any subject not mentioned under this Contract.
15. The Courts of Kuwait shall have the exclusive jurisdiction to decide on any matter resulting from a dispute claimed by Employee against Employer in connection with this Contract. Employer, to the contrary, shall have the right to sue the Employee before any court whether inside or outside Kuwait.
16. This Agreement supersedes all prior agreement between the Parties with respect to the subject matter.
9. यस सम्झौताको अवधि भर र सम्झौताको समाप्ति वा चाँडो समाप्ति पछि को २ बर्ष को अवधि को लागी कुनै पनि कारण को लागी करार को , कुनै पनि परिस्थितिमा र कुनै पनि तरीकाले (लिखित, मौखिक, इलेक्ट्रोनिक आदि) कुनै पनि खुलासा गर्ने छैन । यसको तोकिएको कर्तव्यहरु वा कुनै काम सम्बन्धी मामिलाहरु को बारे मा जानकारी यस्तो जानकारी नियोक्ता र कर्मचारी को लागी धेरै गोप्य मानिन्छ र कुवेत भित्र वा बाहिर कुनै अन्य व्यक्ति, प्रतिष्ठान वा कम्पनी लाई खुलासा गर्दैन ।
10. यस करार को समाप्ति पछि दुई (२) बर्ष को लागी कर्मचारी, नियोक्ता को पूर्व लिखित सहमति बिना, कुनै अन्य व्यक्ति र/वा संस्था को लागी प्रत्यक्ष वा अप्रत्यक्ष रूपमा काम गर्दैन, न त कर्मचारी कुनै अन्य उद्यम को एकल मालिक वा संयुक्त मालिक हुनेछ, जसको एउटै वा समान गतिविधि रहेको वा कुवेत मा नियोक्ता को एक प्रतियोगी को रूप मा मानिएको छ ।
11. यस करार को अवधि भर कर्मचारी नियोक्ता को पूर्व लिखित सहमति बिना, प्रत्यक्ष वा अप्रत्यक्ष, तलब वा अवैतनिक, काम को घण्टा मा वा बाहिर, छुट्टी र /वा वार्षिक बिदा, वा भित्र वा बाहिर कुनै तेस्रो पक्ष को लागी काम गर्दैन। कुवेत राज्य। यदि कर्मचारीले यो दायित्व उल्लंघन गरेमा नियोक्तालाई माथि उल्लेखित अवधिको समयमा नियोक्ताले कर्मचारीलाई तिरको पैसा फिर्ता माग्ने अधिकार हुनेछ ।
12. यस करारको म्याद सकिने वा चाँडै समाप्त भएपछि कर्मचारीले नियोक्ताको स्वामित्वमा रहेको कुनै धन, कागजात र/वा मेसिन रोजगारदातालाई हस्तान्तरण गर्नेछ ।
13. यदि नियोक्ता द्वारा परिचालन गरिएको छ भने, कर्मचारीले नियोक्ताको सेवामा २ बर्ष पूरा गर्न असफल भएमा कर्मचारीले नियोक्तालाई पछिल्लो सबै परिचालन खर्च तिर्नेछ ।
14. श्रम कानून (२०१० को कानून नं ६) र नियोक्ता को आन्तरिक नीति, नियम, र दण्ड उप-कानूनहरु यस अनुबंध अन्तर्गत उल्लेखित नगरिएको कुनै पनि विषय आवरण हुनेछ ।
15. कुवेतका अदालतहरु यस करार को सम्बन्ध नियोक्ताको बिरुद्ध कर्मचारी द्वारा दावी गरेको विवाद को परिणामस्वरूप कुनै पनि निर्णय गर्न को लागी विशेष अधिकार क्षेत्र हुनेछ। यसको विपरीत, रोजगारदातालाई कर्मचारीले कुवेत भित्र वा बाहिर कुनै अदालतमा मुद्दा हाल्ने अधिकार हुनेछ।
16. यो सम्झौता, पक्षहरु को बीच अघिल्लो सबै सम्झौताको खारेज गर्दछ ।

17. This Contract is executed and made on two original copies, one for each party .The Arabic text shall prevail in case of any contradiction or discrepancy between the Arabic and English Text.

Signed by and on behalf of Employer

Name : Waleed Saad

Position: HR & Administration Manager

Signature:

Employee's Name and Signature: «Name»

17. यो अनुबंध निष्पादित भएको छ र प्रत्येक पार्टी को लागी एउटा-एउटा हुने गरि दुई मूल प्रतिहरु मा बनाईएको छ । अरबी पाठ अरबी र अंग्रेजी पाठ को बीच कुनै विरोधाभास वा विसंगति को मामला मा प्रबल हुनेछ।

रोजगारदाताको तर्फ बाट हस्ताक्षर

नाम: वलीद साद

पद: मानव संसाधन र प्रशासन प्रबन्धक

हस्ताक्षर:

कर्मचारीको नाम र हस्ताक्षर: «Name»

Addendum to Employment Contract

This addendum ("Addendum") to the employment contract (the "Contract") is made on «Date_Of_Join»

By and between:

1- **Kuwait Resources House** whose registered address is Sharq, Al Ghawali Center 13th Floor, Herein represented Mr. Waleed Saad in her capacity as HR and Admin Manager . (the "Employer")

2- **Name:** «Name»

Nationality: «Nationality»

Civil Id No: «Civil_ID» (the "Employee")

The Employer and the Employee may be hereinafter referred to collectively as the ("Parties"). Further to the conditions of the Employee Contract the following terms and conditions should apply:

- 1. Compensation Rate for Overtime** Total standard working hours for each position will be 8 hours per day. For Overtime work hours you will be reimbursed as follows:
 - The First Overtime rate equals to 1.25 of the straight rate/ hour and it is for the first 2 additional hours worked per day in excess of the normal hours.
 - The Second Overtime rate equals to 1.5 of the straight rate/hour and it is for the hours worked on the weekends.
 - The Third Overtime Rate equals to 2.0 of the straight rate/ hour and it is for the hours worked on the Kuwaiti holidays.
- 2. Sick Leave :** Employee, save chronic diseases, will be entitled to the following sick leaves during one year:
 - fifteen days with full pay
 - ten days with three quarters of pay
 - ten days with half of the pay
 - ten days with one quarter of the pay
 - thirty days without pay

The Employee shall provide a medical report from a doctor appointed by the employer or a doctor at the government medical center. In the event of conflict regarding the necessity of sick leave or its duration, a report from a government doctor if required as proof of illness.

- 3. Job Location:** The US installations across the State of Kuwait.
- 4. Job description:** As attached.

रोजगार अनुबंध को लागी परिशिष्ट

यो परिशिष्ट ("परिशिष्ट") रोजगार अनुबंध ("अनुबंध") मिति «Date_Of_Join» मा बनाइएको छ ।

परिशिष्ट जसको द्वारा र जसको बीचमा बनाइएको छ:

- 1. कुवेत रिसोर्स हाउस** जसको पंजीकृत ठेगाना शार्क, एआई घवली सेन्टर १३ ए फ्लोर हो, र यहाँ श्री वलीद साद, मानव संसाधन र व्यवस्थापक प्रबन्धकको रूपमा उनको क्षमताको प्रतिनिधित्व गरिएको छ । ("रोजगारदाता")
- 2. नाम:** «Name»
राष्ट्रियता: «Nationality»
नागरिकआईडीनम्बर: «Civil_ID» ("कर्मचारी")

नियोक्ता र कर्मचारी यसपछि सामूहिक रूपमा ("पार्टी") को रूपमा उल्लेख गर्न सकिन्छ। कर्मचारी अनुबंध को शर्तहरू को लागी निम्न नियम र शर्तहरू लागू हुनु पर्छ:

- 1. ओभरटाइम को लागी क्षतिपूर्ति दर** प्रत्येक पदको लागी कुल मानक काम गर्ने घण्टा प्रति दिन ८ घण्टा हुनेछ। ओभरटाइम कामको लागी तपाईंलाई निम्नानुसार प्रतिपूर्ति गरिनेछ:
 - पहिलो ओभरटाइम दर सीधा दर/ घण्टा को १.२५ को बराबर हुन्छ र यो पहिलो २ अतिरिक्त घण्टा सामान्य घण्टा को उपयोग मा प्रति दिन काम को लागी हो ।
 - दोस्रो ओभरटाइम दर सीधा दर/घण्टा को १.५ बराबर हुन्छ र यो सप्ताहांत मा काम गरेको समयको लागी हो।
 - तेस्रो ओभरटाइम दर सीधा दर/ घण्टा को २.० बराबर हुन्छ र यो कुवैती छुट्टिहरू मा काम गरेको समय को लागी हो ।
- 2. बिरामी बिदा:** कर्मचारी, पुरानो रोगीहरू, एक वर्ष को दौरान निम्न बिरामी बिदा को हकदार हुनेछन्:
 - पूरा तलब संग पन्ध्र दिन
 - तीन चौथाई तलब संग दस दिन
 - आधा तलब संग दस दिन
 - भुक्तानी को एक चौथाई संग दस दिन
 - तीस दिन बिना तलब

कर्मचारीले रोजगारदाता द्वारा नियुक्त डाक्टर वा सरकारी मेडिकल सेन्टरको डाक्टर बाट एक मेडिकल रिपोर्ट प्रदान गर्नु पर्नेछ । बिरामी बिदा वा यसको अवधिको बेला आवश्यक परेमा सरकारी डाक्टरबाट रिपोर्ट प्रमाण को रूप मा पेश गर्नुपर्ने छ।

- 3. नौकरी स्थान:** कुवेत राज्य भर मा अमेरिकी स्थापनाहरू।
- 4. कार्य विवरण:** कागजातसंग संलग्न गरिए बमोजिम

5. **Grounds of Termination:** Subject to the provisions of Article (37) of Kuwait Labor Law:
- a- The Employer may terminate the services of Employee without notice, compensation or benefit in the event where the Employee has committed any of the following acts:
- If the Employee has committed a mistake that resulted in a large loss for the Employer.
 - If it was found that the Employee obtained employment through cheating or fraud.
 - If the Employee divulged secrets related to the establishment which caused or would have caused real losses.
- b- The Employer may dismiss the Employee in any of the following events:
- If he been found guilty of a crime that relates to honor, trust or morals.
 - If he committed an act against public morals at the work site.
 - If he assaulted one of his colleagues, his Employer or deputy during work or for a reason thereof.
 - If he breached or failed to abide by any of the obligations imposed on him by the contract and the provisions of Kuwait Labor Law.
 - If he is found to have repeatedly violated the instructions of the Employer. In such events, the decision of dismissal shall not result in the deprivation of the Employee of his end of service benefit
- c- The employee who is dismissed for any of the reasons stated in this article shall have the right to object to such decision before the competent labor department in accordance with the procedure set forth in this Law. In the event where the Employee is absent from work for 7 consecutive days or 20 separate days within a year without a valid excuse, the Employer shall have the right to consider him as having resigned. In such event, provisions of Article 53 of this Law shall apply with regard to the Employee's end of service benefit.
6. **Language of the contract and Addendum:**
The Employee acknowledges hereby the receipt of the Contract in English, Arabic and his native language .This addendum is drafted in aforementioned languages where Arabic to supersede in case of any contradiction.
5. **समाप्ति को आधार:** धारा (३७) कुवेत श्रम कानून को प्रावधानको अधीनमा:
- a. रोजगारदाताले कर्मचारीको सेवाहरु सूचना, क्षतिपूर्ति वा लाभ बिना नै समाप्त गर्न सक्दछ यदि कर्मचारीले निम्न कार्यहरु मध्ये कुनै एक गरेको छ भने:
- यदि कर्मचारीले यस्तो गल्ती गरेको छ कि रोजगारदातालाई ठूलो घाटा परिणामस्वरूप भोग्नु परेको छ।
 - यदि कर्मचारीले धोखाधडी वा ठगी को माध्यम बाट रोजगार प्राप्त गरेको छ ।
 - यदि कर्मचारीले प्रतिष्ठान सम्बन्धी गोप्य कुराहरु बतायो जसको कारण घाटा भयो वा घाटा हुने थियो ।
- b. रोजगारदाताले कर्मचारीलाई निम्न घटनाहरु मध्ये कुनै कुनै एक घटना घटे मा खारेज गर्न सक्छ:
- यदि उनी सम्मान, भरोसा वा नैतिकता संग सम्बन्धित अपराध को दोषी पाए भने ।
 - यदि उसले कार्यस्थलमा सार्वजनिक नैतिकता बिरुद्ध कुनै कार्य गरेको छ भने ।
 - यदि उसले आफ्नो सहकर्मी, उसको रोजगारदाता वा डिप्टीलाई कामको बखत वा त्यसको कुनै कारणले आक्रमण गरेको हो भने।
 - यदि उसले अनुबन्ध र कुवेत श्रम कानून को प्रावधानहरु द्वारा लगाईएको कुनै दायित्वहरु को उल्लंघन वा पालन गर्न असफल भयो भने ।
 - यदि उसले बारम्बार रोजगारदाता को निर्देश को उल्लंघन गरेको पाईन्छ भने । त्यस्ता घटनाहरुमा, बर्खास्तिको निर्णय कर्मचारी आफ्नो सेवाको अन्य को लाभ बाट वञ्चित हुने छैन ।
- c. यस लेखमा उल्लेखित कुनैपनि कारणले बर्खास्त गरिएका कर्मचारीलाई यस कानूनमा उल्लेखित प्रक्रिया अनुसार श्रम विभाग समक्ष यस्तो निर्णयको बिरोध गर्ने अधिकार हुनेछ । यदि कर्मचारी एक वैध कारण बिना एक वर्ष भित्र लगातार ७ दिन वा छुट्टाछुट्टै २० दिन काम बाट अनुपस्थित छ भने, रोजगारदाताले उसलाई राजीनामा गरेको मान्ने अधिकार हुनेछ । यस्तो अवस्थामा, यस कानून को धारा ५३ को प्रावधानको सम्बन्ध मा लागू हुनेछ ।
6. **अनुबंध र परिशिष्ट को भाषा:**
कर्मचारी अंग्रेजी, अरबी र आफ्नो मातृभाषा मा अनुबंध को प्राप्ति स्वीकार गर्दछ । यो परिशिष्ट माथि उल्लेखित भाषाहरुमा मस्यौदा गरिएको छ जहाँ अरबी कुनै विरोधाभास को स्थितिमा बहिष्कार गर्न प्रयोग गरिने छ ।

7. All other terms and conditions of the Contract remain unchanged

This Addendum is executed and made on two original copies; one for each party .The Arabic text shall prevail in case of any contradiction or discrepancy between the Arabic and the corresponding English Text

7. सम्झौताको अन्य सबै नियम र शर्तहरू अपरिवर्तित रहन्छन्।

यो परिशिष्ट निष्पादित गरी दुई मूल प्रतिहरू मा बनाईएको छ; प्रत्येक पार्टी को लागी एउटा एउटा गरि । अरबी पाठ, अरबी र सम्बन्धित अंग्रेजी पाठ को बीच कुनै विरोधाभास वा विसंगति को मामला मा प्रबल हुनेछ ।

Signed by and on behalf of Employer

Name : Waleed Saad

Position: HR & Administration Manager

Signature:

रोजगारदाताको तर्फ बाट हस्ताक्षर

नाम: वलीद साद

पद: मानव संसाधन र प्रशासन प्रबन्धक

प्रबन्धकको हस्ताक्षर:

Employee's Name and Signature: «Name»

कर्मचारीको नाम र हस्ताक्षर: «Name»

EMPLOYMENT CONTRACT

රැකියා කොන්ත්‍රාත්තුව

This employment contract ("Contract") is made on «Date_Of_Join»
By and between Kuwait Resources House for Human Resources Management and Services company having its offices at Sharq, Al Ghawali Center 13th floor, P.O.BOX 2214 Safat, 13023 Kuwait. (Hereinafter referred to as the " Employer")and

මෙම රැකියා කොන්ත්‍රාත්තුව ("කොන්ත්‍රාත්තුව") සිදු කරනු ලබන්නේ «Date_Of_Join»
කුවේට්හි මානව සම්පත් කළමනාකරණ හා සේවා සඳහා වූ හවුස් ආයතනය විසින් ආර්ක්, අල් ගවැලි මධ්‍යස්ථානයේ 13 වන මහල, නැපැල් පෙට්ටිය 2214 සඟවි, 13023 කුවේට් හි කාර්යාල ඇත. (මෙතැන් සිට "සේවායෝජකයා" ලෙස හැඳින්වේ) සහ

Name: «Name»
Nationality: «Nationalty»
Civil ID Number: «Civil_ID»
(Hereinafter referred to as the " Employee")
The Employer and the Employee may be hereinafter referred to collectively as the Parties.

නම: «Name»
ජාතිකත්වය: «Nationalty»
සිවිල් හැඳුනුම්පත් අංකය: «Civil_ID»
(මෙතැන් සිට "සේවකයා" ලෙස හැඳින්වේ)
සේවායෝජකයා සහ සේවකයා මෙතැන් සිට සාමූහිකව පාර්ශවයන් ලෙස හැඳින්විය හැක.

Preamble

The Employee agrees to be appointed by the Employer to work in any Project performed by the Employer in The State of Kuwait.

පූර්විකාව
කුවේට් ප්‍රාන්තයේ සේවායෝජකයා විසින් සිදු කරන ඕනෑම ව්‍යාපෘතියක වැඩ කිරීමට සේවායෝජකයා විසින් පත් කිරීමට සේවකයා එකඟ වේ.

NOW THEREFORE, the Parties agree as follows;

දැන් ඊට පෙර, පාර්ශවයන් පහත පරිදි එකඟ වේ;

1. The Employee agrees to be appointed as «Title» in any Project performed by the Employer in The State of Kuwait in accordance with the terms and conditions of this Contract and Job Offer that forms an integral part thereof, The Employee shall commit to all Instructions, Internal Regulations, Policies, and Penalty By-Laws of the Employer, such instructions, policies and regulations form an integral part of this contract.
2. The Employee shall be entitled to a monthly salary of «Salary» KD (Kuwait Dinars only) payable at the end of each calendar month.
3. Due to the nature of the Project the Employer shall provide the Employee;
 - 3.1 Air ticket of economy class to Kuwait if mobilized from point of Origin.
 - 3.2 Return Airline ticket of economy class to the Mobilization Airport (unless the employee joins another job in Kuwait) under the following conditions:
 - 3.2.1 Completion of the agreement duration
 - 3.2.2 Force Majeure
 - 3.2.3 Termination of employment with no fault of the Employee
- 3.3 Medical care services in accordance with the services presented by the Ministry of Health (MOH). In case of any charges to be imposed by MOH, the employee should bear such charges.
- 3.4 Workmen compensation as per the applicable laws of the State of Kuwait.

1. අත්‍යවශ්‍ය අංගයක් වන මෙම කොන්ත්‍රාත්තුවේ සහ රැකියා දීමනාවේ කොන්දේසි හා කොන්දේසි වලට අනුකූලව කුවේට් ප්‍රාන්තයේ සේවා යෝජකයා විසින් සිදු කරනු ලබන ඕනෑම ව්‍යාපෘතියක දී «Title», ලෙස පත් කිරීමට සේවකයා එකඟ වේ. සේවායෝජකයාගේ සියලු උපදෙස්, අභ්‍යන්තර රෙගුලාසි, ප්‍රතිපත්ති සහ දැනුවත් පිළිබඳ නීතියට අනුකූලව සේවකයා බැඳී සිටිය යුතු අතර එම උපදෙස්, ප්‍රතිපත්ති සහ රෙගුලාසි මෙම කොන්ත්‍රාත්තුවේ අනිවාර්ය අංගයක් වේ.
2. සෑම දින දර්ශන මාසයක් අවසානයේම ගෙවිය යුතු «Salary» කේඩී (කුවේට් ඩිනාර් පමණක්) සඳහා මාසික වැටුපක් සේවකයාට හිමි වේ.
3. ව්‍යාපෘතියේ ස්වභාවය හේතුවෙන් සේවායෝජකයා විසින් සේවකයාට සේවායෝජකයා සැපයිය යුතුය;
 - 3.1 ආරම්භයේ සිට බලමුලු ගැන්වුවහොත් කුවේටයට ආර්ථික පත්තියේ ගුවන් ටිකට් පත
 - 3.2 පහත සඳහන් කොන්දේසි යටතේ (පත්තියේ සේවකයා කුවේටයේ වෙනත් රැකියාවකට සම්බන්ධ නොවන්නේ නම්) බලමුලු ගැන්වීමේ ගුවන් තොටුපල වෙත ආර්ථික පත්තියේ ගුවන් ටිකට් පත ආපසු ලබා දෙන්න:
 - 3.2.1 ගිවිසුම් කාලය අවසන් කිරීම
 - 3.2.2 මුජුවර්
 - 3.2.3 සේවකයාගේ වරදක් නොමැතිව රැකියාව අවසන් කිරීම
- 3.3 සෞඛ්‍ය අමාත්‍යාංශය (එම්ඕඑච්) විසින් සපයනු ලබන සේවාවන්ට අනුකූලව වෛද්‍ය සේවා සේවා, එම්ඕඑච් විසින් පැනවිය යුතු යම් වෛද්‍යවිකල්ප සේවකයා එවැනි ගාස්තු දැරිය යුතුය
- 3.4 කුවේට් ප්‍රාන්තයේ අදාළ නීතියට අනුව කම්කරුවන්ට වන්දි ගෙවීම

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| <p>3.5 In case of the employees death, all repatriation expenses of the remains and will be handed over to his/her relatives at his/her native country in consultation with the employees embassy.</p> <p>3.6 Employee shall be entitled to the following benefits in compliance with Kuwait Labor Law;</p> <p>3.6.1 Annual Leave</p> <p>3.6.2 End of services Indemnity</p> <p>3.6.3 Overtime Reimbursement</p> <p>3.6.4. Official Holidays</p> <p>4. This contract is signed for an unidentified Period, starting from the Work Commencement Date anticipated to start on 1 July 2021</p> <p>5. The employee will be subject to a “probationary period” of 100 working days.</p> <p>6. The validity of this contract is conditional to obtaining the necessary permits and licenses required by the government for the Employee to start working for Employer. The Employer is not liable to indemnify the Employee if the Governmental Authorities refuse to approve this Contract or the related Work Permit.</p> <p>7. The Employee undertakes to deliver to the Employer within one month of signing this Contract, all the particulars, documents, certificates and licenses needed for his/her formal employment or to transfer his/her residency to Employer according to the provisions of the law, and also undertakes to notify the Employer in writing of any changes or amendments thereof. This Contract is subject to termination without any liability on Employer whatsoever in the event Employee is unable to provide any of the above required documents or documents provided prove to be false.</p> <p>8. During the term of this Contract, the Employee shall refrain from and shall not be entitled, whether directly or indirectly and in whatever mean, to solicit, induce, encourage or motivate any other employee to work for the benefit of any other individual, entity or party whether considered as competitor to the Employer or not. This obligation shall survive for 2 years after the expiration or early termination of this Contract.</p> <p>9. Throughout the term of this Contract and for a period of 2 years after the expiry or early termination of the Contract for any reason, the Employee shall not, under any circumstances and by any means (written, verbal, electronically. etc), disclose any information about its assigned duties or any work related affairs . Such information is considered highly confidential to the Employer and Employee and shall not disclose the same to any other person, establishment or company inside or outside Kuwait.</p> <p>10. The Employee for a period of two (2) years after termination of this Contract shall not, without the Employer's prior written consent, ,</p> | <p>3.5 සේවකයින් මරණයට පත් වුවහොත්, දේහය සඳහා වූ සියළුම ආපසු ගෙන්වා ගැනීමේ වියදම් සහ සේවක තානාපති කාර්යාලය සමඟ සාකච්ඡා කර ඔහුගේ/ඇයගේ ඥාතීන්ට ඔහුගේ/ඇයගේ ඥාතීන්ට භාර දෙනු ඇත.</p> <p>3.6 කුලීටි කම්කරු නීතියට අනුකූලව සේවකයාට පහත සඳහන් ප්‍රතිලාභ හිමි වේ;</p> <p>3.6.1 වාර්ෂික නිවාඩු</p> <p>3.6.2 සේවා අවසන් වීම</p> <p>3.6.3 අතිකාල ආපසු ගෙවීම</p> <p>3.6.4. නිල නිවාඩු දින</p> <p>4. මෙම කොන්ත්‍රාත්තුව හඳුනා නොගත් කාල පරිච්ඡේදයක් සඳහා අත්සන් කර ඇති අතර, «Date_Of_Join» ආරම්භ කිරීමට අපේක්ෂිත වැඩ කරන දින ආරම්භයේ සිට</p> <p>5. සේවකයා වැඩ කරන දින 100 ක “පරිවාස කාලය” ට යටත් වේ.</p> <p>6. මෙම කොන්ත්‍රාත්තුවේ වලංගු භාවය සේව්‍යෝජකයා සඳහා සේව්‍යෝජකයා සඳහා වැඩ කිරීම ආරම්භ කිරීම සඳහා රජයට අවශ්‍ය බලපත්‍ර සහ බලපත්‍ර ලබා ගැනීම සඳහා කොන්දේසි සහිත ය. රජයේ බලධාරීන් මෙම කොන්ත්‍රාත්තුව හෝ ඒ සම්බන්ධ වැඩ බලපත්‍රය අනුමත කිරීම ප්‍රතික්ෂේප කළහොත් සේවකයාට වන්දි ගෙවීමට සේව්‍යෝජකයා බැඳී නැත.</p> <p>7. මෙම කොන්ත්‍රාත්තුව අත්සන් කර මාසයක් ඇතුළත ඔහුගේ/ඇයගේ විධිමත් රැකියාව සඳහා අවශ්‍ය සියළුම විස්තර, ලිපි ලේඛන, සහතික පත්‍ර සහ බලපත්‍ර හෝ නීතියේ විධිවිධාන අනුව සේව්‍යෝජකයා වෙත ඔහුගේ/ඇයගේ පදිංචිය මාරු කිරීමට සේව්‍යෝජකයා භාර දෙනු ඇත. තවද, එහි යම් වෙනස්කම් හෝ සංශෝධන ගැන සේව්‍යෝජකයාට ලිඛිතව දැනුම් දීමට ද භාර ගනී. ලබා දී ඇති ඉහත සඳහන් ලියකියවිලි හෝ ලිපි ලේඛන කිසිවක් අසත්‍ය යැයි ඔප්පු කිරීමට සේවකයාට නොහැකි වුවහොත් සේව්‍යෝජකයාගේ කිසිදු වගකීමකින් තොරව මෙම ගිවිසුම අවසන් කිරීමට යටත් වේ.</p> <p>8. මෙම කොන්ත්‍රාත්තුවේ කාලසීමාව තුළදී, වෙනත් ඕනෑම පුද්ගලයෙකුගේ යහපත සඳහා වැඩ කිරීමට වෙනත් ඕනෑම සේවකයෙකුගෙන් ඉල්ලා සිටීම, පෙළඹවීම, දිරිගැන්වීම හෝ උනන්දු කරවීම සඳහා, සේවකයා directly පුළු හෝ වක්‍රව හෝ කුමන ආකාරයකින් අදහස් කළත් එයින් වැළකී සිටිය යුතු අතර, ඔහුට හිමි විය යුතු නොවේ. සේව්‍යෝජකයාගේ තරඟකරුවෙකු ලෙස සැලකුවත් නැතත් ආයතනය හෝ පක්ෂය. මෙම කොන්ත්‍රාත්තුව කල් ඉකුත්වීමෙන් හෝ කල් ඉකුත්වීමෙන් පසු වසර 2 ක් සඳහා මෙම වගකීම පවතිනු ඇත.</p> <p>9. මෙම කොන්ත්‍රාත්තුවේ කාලය පුරාවටම සහ කොන්ත්‍රාත්තුව කල් ඉකුත්වීමෙන් හෝ කල් ඉකුත්වීමෙන් පසු වසර 2 ක කාලයක් සඳහා කිසියම් හේතුවක් මත සේවකයා කිසිදු හේතුවක් යටතේ (ලිඛිත, වාචික, ඉලෙක්ට්‍රොනික වශයෙන්,) එහි පවරන ලද රාජකාරී හෝ වැඩ සම්බන්ධ ඕනෑම තොරතුරක් හෙළිදරව් කරන්න. එවැනි තොරතුරු සේව්‍යෝජකයාට සහ සේවකයාට ඉතා රහස්‍යව සලකන අතර කුලීටි තුළ හෝ ඉන් පිටත වෙනත් කිසිදු පුද්ගලයෙකුට, ආයතනයකට හෝ සමාගමකට එම තොරතුරු හෙළි නොකළ යුතුය.</p> <p>10. මෙම කොන්ත්‍රාත්තුව අවසන් වීමෙන් පසු වසර දෙකක (2) කාලයක් සඳහා සේව්‍යෝජකයාගේ වෙනත් ලිඛිත අනුමැතියක්</p> |
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directly or indirectly work, for any other individual and/or entity, nor shall Employee be an owner or joint owner of any other enterprise, carrying out the same or similar activity or considered as a competitor of the Employer in Kuwait.

නොමැතිව සෘජුවම හෝ වක්රව වෙනත් කිසිදු පුද්ගලයෙකු සහ/හෝ ආයතනයක් සඳහා වැඩ නොකළ යුතු අතර, සේවකයා අයිතිකරු හෝ හවුල්කරුවෙකු නොවේ. කුවේටයේ සේවා යෝජකයාගේ තරඟකරුවෙකු ලෙස සලකන හෝ සමාන හෝ සමාන ක්‍රියාකාරකමක් සිදු කරන වෙනත් ඕනෑම ව්‍යවසායක හිමිකරුවෙක්.

11. The Employee throughout the Term of this contract shall not without the Employer's prior written consent, work for any third party whether directly or indirectly, paid or unpaid, in or out of Work hours, during holidays and /or annual leaves, or within or outside the State of Kuwait. If the Employee breaches this Obligation, the Employer shall have the right to recover all the monies paid by Employer to the Employee during the aforementioned period.
12. The Employee upon the expiry or early termination of this Contract shall handover to the Employer any funds, documents and/or machines belonging to the Employer and held in his/her possession.
13. If Mobilized by the Employer, the Employee shall pay to the Employer all mobilization costs incurred by the latter in case the Employee fails to complete 2 years in the service of the Employer.
14. The Labor Law (Law no. 6 of 2010) and the Employer's Internal Policies, Regulations, and Penalties by-laws shall cover any subject not mentioned under this Contract.
15. The Courts of Kuwait shall have the exclusive jurisdiction to decide on any matter resulting from a dispute claimed by Employee against Employer in connection with this Contract. Employer, to the contrary, shall have the right to sue the Employee before any court whether inside or outside Kuwait.
16. This Agreement supersedes all prior agreement between the Parties with respect to the subject matter
17. This Contract is executed and made on two original copies, one for each party .The Arabic text shall prevail in case of any contradiction or discrepancy between the Arabic and English Text.

11. මෙම කොන්ත්‍රාත්තුවේ කාලය පුරාවටම සේවකයා සේවායෝජකයාගේ පූර්ව ලිඛිත අනුමැතියකින් තොරව තෙවනපුච්ච හෝ වක්රව, ගෙවූ හෝ නොගෙවූ, වැඩ කරන වේලාවන්හි හෝ නිවාඩු කාලය තුළ සහ /හෝ වාර්ෂික නිවාඩු හෝ අනුලුන තුන්වන පාර්ශවයක් සඳහා වැඩ නොකළ යුතුය. හෝ කුවේට් ප්‍රාන්තයෙන් පිටත. සේවකයා මෙම වගකීම උල්ලංඝනය කරන්නේ නම්, ඉහත සඳහන් කාල සීමාව තුළ සේවායෝජකයා විසින් සේවකයාට ගෙවූ සියළුම මුදල් ආපසු ලබා ගැනීමට සේවායෝජකයාට අයිතියක් ඇත.
12. මෙම කොන්ත්‍රාත්තුවේ කල් ඉකුත්වීම හෝ කල් ඉකුත්වීම මත සේවකයා සේවායෝජකයාට අයත් සහ ඔහු සන්නකයේ ඇති යම් අරමුදල්, ලිපි ලේඛන සහ/හෝ යන්ත්‍ර සේවායෝජකයාට භාර දිය යුතුය.
13. සේවායෝජකයා විසින් බලමුද්‍ර ගැන්වූව හොත්, සේවායෝජකයාගේ සේවා කාලය තුළ සේවායෝජකයා වසර 2 ක් සම්පූර්ණ කිරීමට අපොහොසත් වුවහොත්, ඒ සඳහා දරනු ලබන සියලුම බලමුද්‍ර ගැන්වීමේ පිරිවැය සේවකයා විසින් සේවායෝජකයාට ගෙවිය යුතුය.
14. කම්කරු නීතිය (2010 අංක 6 දරණ නීතිය) සහ සේවායෝජකයාගේ අභ්‍යන්තර ප්‍රතිපත්ති, රෙගුලාසි සහ දැඩුවම පිළිබඳ නීතිය මගින් මෙම කොන්ත්‍රාත්තුවේ සඳහන් නොවන ඕනෑම විෂයයක් ආවරණය කළ යුතුය.
15. මෙම කොන්ත්‍රාත්තුව සම්බන්ධව සේවායෝජකයාට එරෙහිව සේවකයා විසින් ඇති කරගත් ආරවුලක් හේතුවෙන් ඇති වන ඕනෑම කාරණයක් පිළිබඳව තීරණය කිරීමේ සුවිශේෂී බලය කුවේට්හි උසාවියට ඇත. ඊට ප්‍රතිවිරුද්ධව, කුවේටය තුළ හෝ ඉන් පිටතදී ඕනෑම උසාවියක් ඉදිරියේ සේවකයාට එරෙහිව නඩු පැවරීමට සේවායෝජකයාට අයිතියක් ඇත.
16. මෙම ගිවිසුම විෂය සම්බන්ධයෙන් පාර්ශවයන් අතර පැවති පූර්ව එකඟතාවයන් අහෝසි කරයි.
17. මෙම කොන්ත්‍රාත්තුව ක්‍රියාත්මක කර මුල් පිටපත් දෙකකින් සාදා ඇත, එක් එක් පාර්ශවයට එකක්. අරාබි සහ ඉංග්‍රීසි පාඨ අතර යම් පරස්පරතාවයක් හෝ විෂමතාවයක් ඇති වුවහොත් අරාබි පාඨය බලපැවැත්විය යුතුය.

Signed by and on behalf of Employer

Name : Waleed Saad
Position: HR & Administration Manager
Signature:

සේවායෝජකයා විසින් සහ ඒ වෙනුවෙන් අත්සන් කර ඇත
නම: වලීඩ් සාද්
තනතුර: මානව සම්පත් සහ පරිපාලන කළමනාකරු
අත්සන්:

Employee's Name and Signature: «Name»

සේවකයාගේ නම සහ අත්සන: «Name»

This addendum ("Addendum") to the employment contract (the "Contract") is made on «Date_Of_Join»

By and between:

1- **Kuwait Resources House** whose registered address is Sharq, Al Ghawali Center 13th Floor, Herein represented Mr. Waleed Saad in her capacity as HR and Admin Manager . (the "Employer")

2- **Name: «Name»**

Nationality: «Nationalty»

Civil ID No: «Civil_ID» (the "Employee")

The Employer and the Employee may be hereinafter referred to collectively as the ("Parties"). Further to the conditions of the Employee Contract the following terms and conditions should apply:

1. **Compensation Rate for Overtime** Total standard working hours for each position will be 8 hours per day. For Overtime work hours you will be reimbursed as follows:

- The First Overtime rate equals to 1.25 of the straight rate/ hour and it is for the first 2 additional hours worked per day in excess of the normal hours.
- The Second Overtime rate equals to 1.5 of the straight rate/hour and it is for the hours worked on the weekends.
- The Third Overtime Rate equals to 2.0 of the straight rate/ hour and it is for the hours worked on the Kuwaiti holidays.

2. **Sick Leave :** Employee, save chronic diseases, will be entitled to the following sick leaves during one year:

- fifteen days with full pay
- ten days with three quarters of pay
- ten days with half of the pay
- ten days with one quarter of the pay
- thirty days without pay

The Employee shall provide a medical report from a doctor appointed by the employer or a doctor at the government medical center. In the event of conflict regarding the necessity of sick leave or its duration, a report from a government doctor if required as proof of illness.

3. **Job Location:** The US installations across the State of Kuwait.

4. **Job description:** As attached.

රැකියා කොන්ත්‍රාත්තුවේ ("කොන්ත්‍රාත්තුව") මෙම එකතු කිරීම ("එකතු කිරීම") සිදු කරනු ලබන්නේ «Date_Of_Join»

සහ ඒ අතර:

1- කුවේට් සම්පත් මන්දිරයේ ලියාපදිංචි ලිපිනය ඡාර්ක්, අල් ගවාලි මධ්‍යස්ථානය 13 වන මහල වන අතර, මෙහි මානව නීතිකම් සහ පරිපාලක කළමනාකරු වශයෙන් වලිඩ් සද් මහත්මිය නියෝජනය කළාය. ("සේව්‍යෝජකයා")

2- නම: «Name»

ජාතිකත්වය: «Nationalty»

සිවිල් හැඳුනුම්පත් අංකය: «Civil_ID» ("සේවකයා")

සේව්‍යෝජකයා සහ සේවකයා මෙතැන් සිට සාමූහිකව ("පක්ෂ") ලෙස හැඳින්විය හැක. සේවක කොන්ත්‍රාත්තුවේ කොන්දේසි වලට අමතරව පහත සඳහන් කොන්දේසි සහ කොන්දේසි අදාළ විය යුතුය:

1. අතිකාල දීමනා සඳහා වන්දි අනුපාතය එක් එක් තනතුර සඳහා සාමාන්‍ය සම්මත වැඩ කරන පැය ගණන දිනකට පැය 8 කි. අතිකාල වැඩ කරන වේලාවන් සඳහා ඔබට පහත පරිදි මුදල් ගෙවනු ඇත:

- පළමු අතිකාල අනුපාතය rateජු අනුපාතයෙන්/ පැය 1.25 ට සමාන වන අතර එය සාමාන්‍ය පැය ගණනේ ලබා ගැනීමේදී දිනකට වැඩ කරන පළමු අතිරේක පැය 2 සඳහා වේ.
- දෙවන අතිකාල අනුපාතය rateජු අනුපාතයෙන්/පැය 1.5 ට සමාන වන අතර එය සති අන්තයේ වැඩ කරන පැය සඳහා වේ.
- තුන්වන අතිකාල අනුපාතය rateජු අනුපාතයට/ පැය 2.0 ට සමාන වන අතර එය කුවේට් නිවාඩු දිනවල වැඩ කරන පැය සඳහා වේ.

2. අසනීප නිවාඩු: සේවකයින්, නිදන්ගත රෝග බේරා ගැනීම, වසරක් තුළ පහත සඳහන් අසනීප කොළ සඳහා හිමිකම් ලබයි:

- සම්පූර්ණ වැටුප සමඟ දින පහළොවක්
- දින හතරෙන් හතරෙන් තුනක වැටුපක් සමඟ
- වැටුපෙන් භාගයක් සමඟ දින දහයක්
- වැටුපෙන් හතරෙන් එකක් සමඟ දින දහයක්
- දින තිහක් ගෙවීමකින් තොරව

සේව්‍යෝජකයා විසින් පත් කරන ලද වෛද්‍යවරයෙකුගෙන් හෝ රජයේ වෛද්‍ය මධ්‍යස්ථානයේ වෛද්‍යවරයෙකුගෙන් වෛද්‍යවරයා විසින් වෛද්‍ය වාර්තාවක් ලබා දිය යුතුය. අසනීප නිවාඩුවේ අවශ්‍යතාවය හෝ එහි කාලසීමාව පිළිබඳ ගැටුම්කාරී අවස්ථාවකදී අසනීප බවට සාක්ෂි වශයෙන් අවශ්‍ය නම් රජයේ වෛද්‍යවරයෙකුගේ වාර්තාවක්.

3. රැකියා ස්ථානය: කුවේට් ප්‍රාන්තය පුරා එක්සත් ජනපද ස්ථාපිත කිරීම.

4. රැකියා විස්තරය: අමුණා ඇති පරිදි.

5. Grounds of Termination: Subject to the provisions of Article (37) of Kuwait Labor Law:

- a- The Employer may terminate the services of Employee without notice, compensation or benefit in the event where the Employee has committed any of the following acts:
 - If the Employee has committed a mistake that resulted in a large loss for the Employer.
 - If it was found that the Employee obtained employment through cheating or fraud.
 - If the Employee divulged secrets related to the establishment which caused or would have caused real losses.
- b- The Employer may dismiss the Employee in any of the following events:
 - If he been found guilty of a crime that relates to honor, trust or morals.
 - If he committed an act against public morals at the work site.
 - If he assaulted one of his colleagues, his Employer or deputy during work or for a reason thereof.
 - If he breached or failed to abide by any of the obligations imposed on him by the contract and the provisions of Kuwait Labor Law.
 - If he is found to have repeatedly violated the instructions of the Employer. In such events, the decision of dismissal shall not result in the deprivation of the Employee of his end of service benefit
- c- The employee who is dismissed for any of the reasons stated in this article shall have the right to object to such decision before the competent labor department in accordance with the procedure set forth in this Law. In the event where the Employee is absent from work for 7 consecutive days or 20 separate days within a year without a valid excuse, the Employer shall have the right to consider him as having resigned. In such event, provisions of Article 53 of this Law shall apply with regard to the Employee's end of service benefit.

6. Language of the contract and Addendum:

The Employee acknowledges hereby the receipt of the Contract in English, Arabic and his native language .This addendum is drafted in aforementioned languages where Arabic to supersede in case of any contradiction.

5. අවසන් කිරීමේ හේතු: කුවේට් කම්කරු නීතියේ (37) වගන්තියේ විධිවිධානයන්ට යටත්ව:

- අ- පහත සඳහන් ඕනෑම ක්‍රියාවක් සේවකයා විසින් සිදු කර ඇත්නම් සේව්‍යෝජකයාට දැනුම් දීමක්, වන්දි හෝ ප්‍රතිලාභයක් නොමැතිව සේවකයාගේ සේවාවන් අවසන් කළ හැකිය:
- සේවකයා අතින් වරදක් සිදුවී ඇත්නම් එමගින් සේව්‍යෝජකයාට විශාල පාඩුවක් සිදු වේ.
 - වංචාව හෝ වංචාව මගින් සේවකයා රැකියා ලබා ගත් බව සොයා ගන්නා නම්.
 - සැබෑ පාඩු සිදු කිරීමට හෝ සිදු වීමට ඉඩ ඇති ආයතනයට අදාළ සේවකයා රහස් හෙළි කළේ නම්.
- ආ- පහත සඳහන් ඕනෑම සිදුවීමකදී සේව්‍යෝජකයාට සේවකයා සේවයෙන් පහ කළ හැකිය:
- ඔහු බියර් නම්, ගෞරවය, විශ්වාසය හෝ සදාචාරය සම්බන්ධ අපරාධයකට වරදකරු වී තිබේ නම්.
 - ඔහු වැඩ කරන ස්ථානයේදී පොදු සදාචාරයට එරෙහි ක්‍රියාවක් කළේ නම්.
 - ඔහු තම සගයකුට, සේව්‍යෝජකයාට හෝ නියෝජ්‍ය නිලධාරියාට රැකියාවේදී හෝ හේතුවක් නිසා පහර දුන්නේ නම්.
 - කොන්ත්‍රාත්තුව සහ කුවේට් කම්කරු නීතියේ විධිවිධාන මගින් ඔහු මත පනවා ඇති බැඳීම් කිසිවක් ඔහු උල්ලංඝනය නොකළහොත් හෝ එයට අනුකූල වීමට අසමත් වුවහොත්.
 - ඔහු නැවත නැවත සේව්‍යෝජකයාගේ උපදෙස් උල්ලංඝනය කළ බව සොයාගෙන තිබේ නම්, එවැනි අවස්ථාවන්හිදී, සේවයෙන් පහ කිරීමේ තීරණය හේතුවෙන් සේවකයාගේ සේවා කාලය අවසන් වීමේ ප්‍රතිලාභය අහිමි නොවේ.

ඇ- මෙම ලිපියේ දක්වා ඇති කිසියම් හේතුවක් නිසා සේවයෙන් පහ කරන ලද සේවකයාට මෙම නීතියේ දක්වා ඇති ක්රියා පටිපාටියට අනුකූලව නිසි කම්කරු දෙපාර්තමේන්තුව ඉදිරියේ එවැනි තීරණයකට විරෝධය දැක්වීමට අයිතියක් ඇත. වලංගු නිදහසට කරුණක් නොමැතිව වසරක් තුළ අඛණ්ඩව දින 7 ක් හෝ අවුරුද්දක් තුළ වෙනම දින 20 ක් සේවකයා නොපැමිණියහොත් ඔහු ඉල්ලා අස් වුවා යැයි සැලකීමට සේව්‍යෝජකයාට අයිතියක් ඇත. එවැනි අවස්ථාවන්හිදී, මෙම නීතියේ 53 වන වගන්තියේ විධිවිධාන සේවකයාගේ සේවා ප්රතිලාභය අවසන් කිරීම සම්බන්ධයෙන් අදාළ වේ.

6. කොන්ත්‍රාත්තුවේ භාෂාව සහ එකතු කිරීම:

ඉංග්‍රීසි, අරාබි සහ ඔහුගේ මව් භාෂාවෙන් කොන්ත්‍රාත්තුව ලැබීම සේවකයා මෙයින් පිළිගනී. මෙම එකතු කිරීම ඉහත සඳහන් භාෂා වලින් කෙටුම්පත් කර ඇති අතර කිසියම් පරස්පරතාවයක් ඇත්නම් අරාබි භාෂාව අහිමිවා යා යුතුය.

7. All other terms and conditions of the Contract remain unchanged
This Addendum is executed and made on two original copies; one for each party .The Arabic text shall prevail in case of any contradiction or discrepancy between the Arabic and the corresponding English Text

Signed by and on behalf of Employer

Name : Waleed Saad

Position: HR & Administration Manager

Signature:

7. කොන්ත්‍රාත්තුවේ අනෙකුත් සියලුම කොන්දේසි සහ කොන්දේසි නොවෙනස්ව පවතී.

මෙම එකතු කිරීම ක්‍රියාත්මක කර මුල් පිටපත් දෙකකින් සාදා ඇත; සෑම පාර්ශවයක් සඳහාම එකක්. අරාබි සහ අදාළ ඉංග්‍රීසි පාඨ අතර යම් පරස්පරතාවයක් හෝ විෂමතාවයක් ඇති වුවහොත් අරාබි පාඨය බලපැවැත්විය යුතුය.

සේවායෝජකයා විසින් සහ ඒ වෙනුවෙන් අත්සන් කර ඇත

නම: වලීඩ් සාද්

තනතුර: මානව සම්පත් සහ පරිපාලන කළමනාකරු

අත්සන්:

Employee's Name and Signature: «Name»

සේවකයාගේ නම සහ අත්සන: «Name»

EMPLOYMENT CONTRACT

This employment contract ("Contract") is made on «Date_Of_Join»

By and between Kuwait Resources House for Human Resources Management and Services company having its offices at Sharq, Al Ghawali Center 13th floor, P.O.BOX 2214 Safat, 13023 Kuwait. (Hereinafter referred to as the "Employer") and

Name. «Name»

Nationality: «**Nationality**»

Civil Id No: «**Civil_ID**»

(Hereinafter referred to as the "Employee")

The Employer and the Employee may be hereinafter referred to collectively as the Parties.

Preamble

The Employee agrees to be appointed by the Employer to work in any Project performed by the Employer in The State of Kuwait.

NOW THEREFORE, the Parties agree as follows;

1. The Employee agrees to be appointed as «Title», in any Project performed by the Employer in The State of Kuwait in accordance with the terms and conditions of this Contract and Job Offer that forms an integral part thereof, The Employee shall commit to all Instructions, Internal Regulations, Policies, and Penalty By-Laws of the Employer, such instructions, policies and regulations form an integral part of this contract.
2. The Employee shall be entitled to a monthly salary of «Salary» **KD (Kuwait Dinars only)** payable at the end of each calendar month.
3. Due to the nature of the Project the Employer shall provide the Employee;
 - 3.1 Air ticket of economy class to Kuwait if mobilized from point of Origin.
 - 3.2 Return Airline ticket of economy class to the Mobilization Airport (unless the employee joins another job in Kuwait) when required under Kuwait Labor Law.
 - 3.4 Living Allowance : KD - 100 /month
 - 3.5 Medical care services in accordance with the services presented by the Ministry of Health (MOH). In case of any charges to be imposed by MOH, the employee should bear such charges.

KONTRATA SA TRABAHO

Ang kontrata sa trabaho na ito ("Kontrata") ay ginawa sa «Date_Of_Join»

Ni at pagitang ng Kuwait Resource House for Human Resources Management and Services Company na mayroong mga tanggapan sa Sharq, Al Ghawali Center ika-13 palapag, P.O. BOX 2214 Safat, 13023 Kuwait, (Kasunod nito ay tinukoy bilang "employer") at

Pangalan. «Name»

Nasyonalidad: «**Nationality**»

ID ng Sibil: «**Civil_ID**»

(pagkatapos na ito ay tinukoy bilang "empleyado")

Ang Empleyador at ang Empleyado ay maaaring tinukoy dito nang sama-sama bilang mga Partido.

Panimula

Ang Empleyado ay sumasang-ayon na hihirangin ng Empleyador upang magtrabaho sa anumang Proyekto na ginanap ng Empleyador sa Estado ng Kuwait.

NGAYON, SA MAKATUWID, sumasang-ayon ang mga Partido tulad ng mga sumusunod;

1. Sumasang-ayon ang Empleyado na hihirangin bilang «Title», sa anumang Proyekto na isinagawa ng Empleyador sa Ang Estado ng Kuwait sa ilalim ng mga tuntunin at kundisyon ng Kontrata at Alok ng Trabaho na ito na bumubuo ng isang mahalagang bahagi nito, Ang Empleyado ay dapat na sumunod sa lahat ng mga tagubilin, Panloob na Mga Regulasyon, Patakaran, at batas na nagpapataw ng Parusa ng Empleyador, ang mga naturang tagubilin, patakaran at regulasyon ay bumubuo ng isang mahalagang bahagi ng kontratang ito.
2. Ang Empleyado ay dapat magkaroon ng isang buwanang suweldo na «Salary» KD (Kuwait Dinars lang) na babayaran sa pagtatapos ng bawat buwan ng kalendaryo.
3. Dahil sa likas na katangian ng Proyekto, Ang Empleyador ay dapat magbigay sa Empleyado ng;
 - 3.1 Air ticket na economy class papunta sa Kuwait kung nanggaling mula sa pinaggalingang Bansa.
 - 3.3 Ibalik ang tiket ng klase ng ekonomiya ng Airline sa Mobilization Airport (maliban kung ang empleyado ay sumali sa isa pang trabaho sa Kuwait) kapag kinakailangan sa ilalim ng Batas sa Paggawa ng Kuwait.
- 3.4 Allowance sa Buhay: KD - 100 / buwan
- 3.5 Ang mga serbisyong medikal na pangangalaga alinsunod sa mga serbisyong ibinahagi ng Ministry of Health (MOH). Sa anumang bayarin na ipinataw ng MOH, dapat na pasanin ng Empleyado ang mga nasabing bayarin.

- 3.6 Workmen compensation as per the applicable laws of the State of Kuwait.
- 3.7 In case of the employees death, all repatriation expenses of the remains and will be handed over to his/her relatives at his/her native country in consultation with the employees embassy.
- 3.8 Employee shall be entitled to the following benefits in compliance with Kuwait Labor Law;
- 3.8.1 Annual Leave
- 3.8.2 End of services Indemnity
- 3.8.3 Overtime Reimbursement
- 3.8.4. Official Holidays
4. This contract is signed for an unidentified Period, starting from the Work Commencement Date anticipated to start on «Date_Of_Join»
 5. The Employee will be subject to a "probationary period" of 100 working days
 6. The validity of this contract is conditional to obtaining the necessary permits and licenses required by the government for the Employee to start working for Employer. The Employer is not liable to indemnify the Employee if the Governmental Authorities refuse to approve this Contract or the related Work Permit.
 7. The Employee undertakes to deliver to the Employer within one month of signing this Contract, all the particulars, documents, certificates and licenses needed for his/her formal employment or to transfer his/her residency to Employer according to the provisions of the law, and also undertakes to notify the Employer in writing of any changes or amendments thereof. This Contract is subject to termination without any liability on Employer whatsoever in the event Employee is unable to provide any of the above required documents or documents provided prove to be false.
 8. During the term of this Contract, the Employee shall refrain from and shall not be entitled, whether directly or indirectly and in whatever mean, to solicit, induce, encourage or motivate any other employee to work for the benefit of any other individual, entity or party whether considered as competitor to the Employer or not. This obligation shall survive for 2 years after the expiration or early termination of this Contract.
- 3.6 Ang mga bayad sa manggagawa ayon sa naaangkop na mga batas ng Estado ng Kuwait.
- 3.7 Sa kaso ng pagkamatay ng Empleyado, ang lahat ng gastos sa pagpapabalik ng mga labi at ibibigay sa kanyang mga kamag-anak sa kanyang likas na bansa na kumunsulta sa embahada ng empleyado.
- 3.8 Ang empleyado ay may karapatan sa mga sumusunod na benepisyong bilang pagsunod sa Batas sa Paggawa ng Kuwait;
- 3.8.1 Taunang bakasyon
- 3.8.2 Pagtatapos ng bayad-pinsala sa serbisyo
- 3.8.3 Pagbabayad ng Obertaym
- 3.8.4 Opisyal na Bakasyon
4. Ang kontratang ito ay nilagdaan para sa hindi tukoy na Panahon, simula sa Petsa ng Pagsisimula ng Trabaho na inaasahang magsisimula sa «Date_Of_Join»
 5. Ang empleyado ay sasailalim sa isang "probationary period" na 100 araw na may pasok
 6. Ang Bisa ng kontratang ito ay may kundisyon sa pagkuha ng mga kinakailangang pahintulot at lisensya na hinihiling ng gobyerno para sa Empleyado na magsimulang magtrabaho para sa Employer. Ang employer ay hindi mananagot na bayaran ang Empleyado kung ang mga Awtoridad ng Pamahalaan ay tumanggap aprubahan ang Kontrata na ito o ang kaugnay na Pahintulot sa Trabaho.
 7. Ang Empleyado ay nangangako upang maihatid sa Employer sa loob ng isang buwan ng paglagda sa Kontrata na ito, lahat ng mga detalye, dokumento, sertipiko, at lisensya na kinakailangan para sa kanyang pormal na trabaho o upang ilipat ang kanyang tirahan sa Employer alinsunod sa mga probisyon ng batas, at nangangako din na ipagbigay-alam sa Employer sa pamamagitan ng pagsulat ng anumang mga binago o pagbabago dito. Ang Kontrata na ito ay napapailalim sa pagwawakas nang walang pananagutan sa Employer anupaman sa kaganapan na ang empleyado ay hindi makapagbigay ng anuman sa mga hinihiling na dokumento o dokumento na ibinigay na napatunayan na mali.
 8. Sa termino ng Kontrata na ito, ang Empleyado ay dapat na umiwas sa at hindi karapat-dapat, direkta man o hindi at sa kahit anumang ibig sabihin nito, upang manghingi, mag-udyok na hikayatin o hikayatin ang sinumang iba pang empleyado na magtrabaho para sa pakinabang ng sinumang ibang indibidwal, entidad, o partido na kakumpitensya ng employer o hindi. Ang obligasyong ito ay mananatili sa loob ng 2 taon pagkatapos ng pagtatapos ng bisa o maagang pagwawakas ng Kontrata na ito.

9. Throughout the term of this Contract and for a period of 2 years after the expiry or early termination of the Contract for any reason, the Employee shall not, under any circumstances and by any means (written, verbal, electronically, etc), disclose any information about its assigned duties or any work related affairs. Such information is considered highly confidential to the Employer and Employee and shall not disclose the same to any other person, establishment or company inside or outside Kuwait.
 10. The Employee for a period of two (2) years after termination of this Contract shall not, without the Employer's prior written consent, directly or indirectly work, for any other individual and/or entity, nor shall Employee be an owner or joint owner of any other enterprise, carrying out the same or similar activity or considered as a competitor of the Employer in Kuwait.
 11. The Employee throughout the Term of this contract shall not without the Employer's prior written consent, work for any third party whether directly or indirectly, paid or unpaid, in or out of Work hours, during holidays and /or annual leaves, or within or outside the State of Kuwait. If the Employee breaches this Obligation, the Employer shall have the right to recover all the monies paid by Employer to the Employee during the aforementioned period.
 12. The Employee upon the expiry or early termination of this Contract shall handover to the Employer any funds, documents and/or machines belonging to the Employer and held in his/her possession.
 13. If Mobilized by the Employer, the Employee shall pay to the Employer all mobilization costs incurred by the latter in case the Employee fails to complete 2 years in the service of the Employer.
 14. The Labor Law (Law no. 6 of 2010) and the Employer's Internal Policies, Regulations, and Penalties by-laws shall cover any subject not mentioned under this Contract.
 15. The Courts of Kuwait shall have the exclusive jurisdiction to decide on any matter resulting from a dispute claimed by Employee against Employer in connection with this Contract. Employer, to the contrary, shall have the right to sue the Employee before any court whether inside or outside Kuwait.
 16. This Agreement supersedes all prior agreement between the Parties with respect to the subject matter.
9. Sa buong termino ng Kontrata na ito at para sa 2 taon pagkatapos ng pagtatapos o maagang pagwawakas ng Kontrata para sa anumang kadahilanan, ang Empleyado ay hindi dapat, nasa ilalim ng anumang mga pangyayari at sa anumang paraan (nakasulat, pasalita, elektroniko, atbp.), isiwalat ang anumang impormasyon ay itinuturing na lubos na kumpidensyal sa Employer at Empleyado at hindi dapat isiwalat ang kapareho sa sinumang ibang tao, kumpanya, o kumpanya sa loob o labas ng Kuwait.
 10. Ang Empleyado, para sa dalawang (2) taon pagkatapos ng pagwawakas ng Kontrata na ito ay hindi, kung walang paunang nakasulat na pahintulot ng Employer, direkta o hindi direktang gumagawa, para sa anumang ibang indibidwal at/o entidad, ni ang Empleyado ay hindi isang may-ari o magkasamang may-ari ng anumang iba pang mga negosyo, nagsasagawa ng pareho o katulad na aktibidad o isinasaalang-alang bilang isang kakumpitensya ng Employer sa Kuwait.
 11. Ang Empleyado sa buong Termino ng kontratang ito ay hindi dapat nang walang paunang nakasulat na pahintulot ng Employer, magtrabaho para sa anumang ikatlong partido maging direkta o hindi direkta, bayad o hindi bayad, sa o labas ng Mga oras ng trabaho, sa panahon ng bakasyon at/o taunang bakasyon, o sa loob o labas ng Estado ng Kuwait. Kung nilabag ng Empleyado ang Tungkulin na ito, ang Employer ay may karapatang mabawi ang lahat ng halagang binabayaran ng Employer sa Empleyado sa nabanggit na panahon.
 12. Ang Empleyado sa pagtatapos o maagang pagwawakas ng Kontrata na ito ay dapat ibalik sa Employer ng anumang mga pondo, dokumento, at/o mga makina na kabilang sa pagmamayari ng Employer at na nakapangalan sa kanyang pag-aari.
 13. Kung sakaling hindi matapos ng empleyado ang kanyang ipinagkasundong nakatakdang 2 taong kontrata, dapat ibalik ng empleyado lahat ng halaga na nagastos ng Employer para sa kanya.
 14. Ang Labor Law (Batas Blg. 6 ng 2010) at Panloob na Mga Patakaran, Regulasyon, at mga Parusa sa batas ay dapat saklaw ang anumang paksa na hindi nabanggit sa ilalim ng Kontrata na ito.
 15. Ang Korte ng Kuwait ay dapat magkaroon ng eksklusibong hurisdiksyon upang magpasya sa anumang bagay na nagreresulta mula sa isang hindi pagkakaunawaan na idinadaing ng empleyado laban sa hiling ng Employer bago ang anumang korte maging sa loob o labas ng Kuwait.
 16. Ang Kasunduang ito ay humalili sa lahat ng paunang kasunduan sa pagitan ng mga Partido tungkol sa paksa.

17. This Contract is executed and made on two original copies, one for each party .The Arabic text shall prevail in case of any contradiction or discrepancy between the Arabic and English Text.

17. Ang Kontrata na ito ay naisakatuparan at ginawa sa dalawang orihinal na kopya, isa para sa bawat partido. Mangingibabaw ang tekstong Arabe sakaling may anumang pagkakasalungatan o pagkakaiba sa pagitan ng Tekstong Arabe at Ingles.

Signed by and on behalf of Employer

Name : Waleed Saad

Position: HR & Administration Manager

Signature:

Nilagdaan ng at sa ngalan ng Employer

Pangalan: Waleed Saad

Posisyon: HR & Administration Manager

Lagda:

Employee's Name and Signature: «Name»

Pangalan at Lagda ng Empleyado: «Name»

Addendum to Employment Contract

This addendum ("Addendum") to the employment contract (the "Contract") is made on 01-July-2021

By and between:

- 1- Kuwait Resources House whose registered address is Sharq, Al Ghawali Center 13th Floor, Herein represented Mr. Waleed Saad in her capacity as HR and Admin Manager . (the "Employer")
- 2- Name: «Name»
Nationality: «Nationalty»
Civil ID No: «Civil_ID» (the "Employee")

The Employer and the Employee may be hereinafter referred to collectively as the ("Parties"). Further to the conditions of the Employee Contract the following terms and conditions should apply:

1. Compensation Rate for Overtime Total standard working hours for each position will be 8 hours per day. For Overtime work hours you will be reimbursed as follows:
 - The First Overtime rate equals to 1.25 of the straight rate/ hour and it is for the first 2 additional hours worked per day in excess of the normal hours.
 - The Second Overtime rate equals to 1.5 of the straight rate/hour and it is for the hours worked on the weekends.
 - The Third Overtime Rate equals to 2.0 of the straight rate/ hour and it is for the hours worked on the Kuwaiti holidays.
2. Sick Leave : Employee, save chronic diseases, will be entitled to the following sick leaves during one year:
 - fifteen days with full pay
 - ten days with three quarters of pay
 - ten days with half of the pay
 - ten days with one quarter of the pay
 - thirty days without pay

The Employee shall provide a medical report from a doctor appointed by the employer or a doctor at the government medical center. In the event of conflict regarding the necessity of sick leave or its duration, a report from a government doctor if required as proof of illness.

Adenda sa Kontrata ng Empleyado

Ang adenda na ito ("Addendum") sa kontrata sa pagtatrabaho (ang "Kontrata") ay ginawa sa 01-July-2021

Ni at Sa pagitan ng:

1. Ang Kuwait Resources House na ang nakarehistrong address ay Sharq, Al Ghawali Center 13th Floor, Kinatawan dito si G. Waleed Saad sa kapasidad bilang HR at Admin Manager (ang "Employer")
2. Pangalan: «Name»
Nasyonalidad: «Nationalty»
ID ng Sibil : «Civil_ID» (ang "Employee")

Ang Employer at ang Empleyado ay maaaring pagkaraan nito ay tinukoy nang sama-sama bilang ("Mga Partido"). Dagdag pa sa mga kundisyon ng Kontrata sa Pagtatrabaho ang mga sumusunod na tuntunin at kundisyon ay dapat na mailapat:

1. Ang Rate ng Bayad para sa kabuuang oras ng karaniwang oras ng pagtatrabaho para sa bawat posisyon ay ibabalik tulad ng sumusunod:
 - Ang rate ng Unang Obertaym ay katumbas ng 1.25 ng tuwid na rate/oras at ito ay para sa unang 2 karagdagang oras na nagtrabaho bawat araw na pag-access sa normal na oras.
 - Ang Pangalawang rate ng Obertaym ay katumbas ng 1.5 ng tuwid na rate/oras at ito ay para sa mga oras na nagtrabaho sa pagtatapos ng linggo.
 - Ang Ikatlong Obertaym na Rate ay katumbas ng 2.0 ng tuwid na rate/oras at ito ay para sa mga oras na nagtrabaho sa mga opisyal na bakasyon ng Kuwaiti.
2. Pagliban sanhi ng Pagkakasakit: Ang Empleyado, iligtas sa malalang sakit, ay may karapatan sa mga sumusunod na pagliban sanhi ng pagkakasakit sa loob ng isang taon:
 - Labinlimang araw na may buong suweldo
 - Sampung araw na may tatlong-kapat ng bayad
 - Sampung araw na may kalahating bayad
 - Sampung araw na may isang-kapat ng bayad
 - Tatlung araw nang walang suweldo

Ang Empleyado ay dapat magbigay ng isang medikal na ulat mula sa isang doktor na hinirang ng employer o isang doktor sa sentrong medikal ng gobyerno. Sa kaganapan ng isang hindi pagkakasundo tungkol sa pangangailangan ng pagliban sanhi ng pagkakasakit o tagal nito, isang ulat mula sa isang doktor ng gobyerno ang kinakailangan bilang patunay ng sakit.

3. Job Location: The US installations across the State of Kuwait.
 4. Job description: As attached.
 5. Grounds of Termination: Subject to the provisions of Article (37) of Kuwait Labor Law:
 - a- The Employer may terminate the services of Employee without notice, compensation or benefit in the event where the Employee has committed any of the following acts:
 - If the Employee has committed a mistake that resulted in a large loss for the Employer.
 - If it was found that the Employee obtained employment through cheating or fraud.
 - If the Employee divulged secrets related to the establishment which caused or would have caused real losses.
 - b- The Employer may dismiss the Employee in any of the following events:
 - If he been found guilty of a crime that relates to honor, trust or morals.
 - If he committed an act against public morals at the work site.
 - If he assaulted one of his colleagues, his Employer or deputy during work or for a reason thereof.
 - If he breached or failed to abide by any of the obligations imposed on him by the contract and the provisions of Kuwait Labor Law.
 - If he is found to have repeatedly violated the instructions of the Employer. In such events, the decision of dismissal shall not result in the deprivation of the Employee of his end of service benefit
 - c- The employee who is dismissed for any of the reasons stated in this article shall have the right to object to such decision before the competent labor department in accordance with the procedure set forth in this Law. In the event where the Employee is absent from work for 7 consecutive days or 20 separate days within a year without a valid excuse, the Employer shall have the right to consider him as having resigned. In such event, provisions of Article 53 of this Law shall apply with regard to the Employee's end of service benefit.
3. Lokasyon ng Trabaho: Ang mga base sa US sa buong Estado ng Kuwait.
 4. Paglalarawan ng Trabaho: Tulad ng nakalakup.
 5. Mga Dahilan ng Pagwawakas: Napapailalim sa mga probisyon ng Artikulo (37) ng Batas sa Paggawa ng Kuwait:
 - a- Maaaring wakasan ng Employer ang mga serbisyo ng Empleyado nang walang abiso, kabayaran, o benepisyo sa kaganapan kung saan ang Empleyado ay gumawa ng alinman sa mga sumusunod na kilos:
 - Kung ang Empleyado ay nakagawa ng isang pagkakamali na nagresulta sa isang malaking pagkalugi para sa employer.
 - Kung nalaman na ang Empleyado ay nakakuha ng trabaho sa pamamagitan ng pandaraya o panloloko.
 - Kung ang Empleyado ay nagbubunyag ng mga lihim na nauugnay sa kumpanya na naging sanhi ng o sanhi ng tunay na pagkalugi.
 - b- Maaaring iwaksi ng Employer ang Empleyado sa alinman sa mga sumusunod na kaganapan:
 - Kung siya ay napatunayang nagkasala ng isang krimen na nauugnay sa karangalan, tiwala o moralidad.
 - Kung gumawa siya ng kilos laban sa pampublikong moral sa lugar ng trabaho.
 - Kung sinaktan niya ang isa sa kanyang mga kasamahan, ang kanyang Pinapasukan o representante sa panahon ng trabaho o para sa isang kadahilanan nito.
 - Kung siya ay lumabag o nabigong sumunod sa alinman sa mga obligasyong ipinataw sa kanya ng kontrata at pagkakaloob ng Batas sa Paggawa ng Kuwait.
 - Kung siya ay napatunayang paulit-ulit na lumabag sa mga tagubilin ng Employer. Sa ganitong mga kaganapan, ang desisyon ng pagpapaalis ay hindi magresulta sa pag-agaw ng Empleyado ng kanyang pagtatapos ng benepisyo sa serbisyo.
 - c- Ang Empleyado na napaalis sa trabaho para sa alinman sa mga kadahilanang nakasaad sa artikulong ito ay may karapatang tumutol sa naturang desisyon bago ang karampatang departamento ng paggawa alinsunod sa pamamaraang nakasaad sa Batas na ito. Sa kaganapan kung saan ang Empleyado ay wala sa trabaho sa loob ng 7 magkakasunod na araw o 20 magkakahiwalay na araw sa loob ng isang taon nang walang wastong dahilan, ang Employer ay may karapatang isaalang-alang siya bilang nagbitiw sa tungkulin. Sa ganitong kaganapan, ang mga probisyon ng Artikulo 53 ng batas na ito ay nalalapat sa benepisyo ng pagtatapos ng serbisyo ng Empleyado.

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| <p>6. Language of the contract and Addendum:
The Employee acknowledges hereby the receipt of the Contract in English, Arabic and his native language .This addendum is drafted in aforementioned languages where Arabic to supersede in case of any contradiction.</p> <p>7. All other terms and conditions of the Contract remain unchanged
This Addendum is executed and made on two original copies; one for each party .The Arabic text shall prevail in case of any contradiction or discrepancy between the Arabic and the corresponding English Text</p> | <p>6. Wika ng kontrata at Adenda:
Kinikilala ng Empleyado dito ang pagtanggap ng Kontrata sa Ingles, Arabe, at kanyang katutubong wika. Ang adenda na ito ay nakaplano sa mga nabanggit na wika kung saan susundan ang Arabe sakaling may anumang pagkakasalungatan.</p> <p>7. Ang lahat ng iba pang mga tuntunin at kundisyon ng Kontrata ay mananatiling hindi nagbabago.
Ang Adenda na ito ay naisakatuparan at ginawa sa dalawang orihinal na kopya; isa para sa bawat pagdiriwang. Mangingibabaw ang tekstong Arabe sakaling may anumang kontradiksyon o pagkakaiba sa pagitan ng Arabe at ng kaukulang Tekstong Ingles</p> |
|---|--|

Signed by and on behalf of Employer

Name : Waleed Saad

Position: HR & Administration Manager

Signature:

Employee's Name and Signature: «Name»

Nilagdaan ni at sa ngalan ng Employer

Pangalan: Waleed Saad

Posisyon: Tagapamahala ng HR at Pangangasiwa

Lagda:

Pangalan at Lagda ng Empleyado: «Name»

EMPLOYMENT CONTRACT

روزگار معاہدہ نامہ

This employment contract ("Contract") is made on «Date_Of_Join»

اس معاہدہ نامہ کو تیار کرنے کی تاریخ: «Date_Of_Join»
مابین:

By and between Kuwait Resources House for Human Resources Management and Services company having its offices at Sharq, Al Ghawali Center 13th floor, P.O.BOX 2214 Safat, 13023 Kuwait. (Hereinafter referred to as the "Employer") and

کویت ریسورس ہاؤس برائے خدمات و ادارہ انسانی وسائل کمپنی
پتہ: مشرقی، الشہداء روڈ، الغوالی سنٹر، 13 منزل، پوسٹ باکس نمبر: 2214،
صفاة، پین کوڈ: 13023 کویت (موسوم بحیثیت آجر)

Name. «Name»

نام/ «Name»

Nationality: «Nationality»

شہریت: «Nationality»

Civil ID Number: «Civil_ID»

: «Civil_ID» سول شناختی نمبر

(Hereinafter referred to as the " Employee")

(موسوم بحیثیت ملازم)

The Employer and the Employee may be hereinafter referred to collectively as the Parties.

آجر اور ملازم دونوں ایک ساتھ جمع ہونے کی صورت میں طرفین سے موسوم
کیا جائے گا۔

Preamble

مقدمہ

The Employee agrees to be appointed by the Employer to work in any Project performed by the Employer in The State of Kuwait.

چون کہ ملازم آجر کے پاس کویت میں موجود آجر کے تحت جاری کسی بھی
پروجیکٹ میں کام کرنے کے لئے متفق ہے،

اسی لئے طرفین کے درمیان مندرجہ ذیل بنود پر اتفاق عمل میں آیا ہے:

NOW THEREFORE, the Parties agree as follows;

1. The Employee agrees to be appointed as «Title», in any Project performed by the Employer in The State of Kuwait in accordance with the terms and conditions of this Contract and Job Offer that forms an integral part thereof, The Employee shall commit to all Instructions, Internal Regulations, Policies, and Penalty By-Laws of the Employer, such instructions, policies and regulations form an integral part of this contract.
2. The Employee shall be entitled to a monthly salary of «Salary» KD (Kuwait Dinars only) payable at the end of each calendar month.
3. Due to the nature of the Project the Employer shall provide the Employee;
 - 3.1 Air ticket of economy class to Kuwait if mobilized from point of Origin.
 - 3.2 Return Airline ticket of economy class to the Mobilization Airport (unless the employee joins another job in Kuwait) under the following conditions:
 - 3.2.1 Completion of the agreement duration
 - 3.2.2 Force Majeure
 - 3.2.3 Termination of employment with no fault of the Employee

- 1- ملازم اس بات پر اتفاق کرتا ہے کہ وہ اپنے آجر کے «Title» پاس کویت میں موجود آجر کے تحت جاری کسی بھی پروجیکٹ میں کام کرنے کے لئے اس معاہدہ نامہ میں درج بنود اور شرائط اور اسی طرح معاہدہ نامہ کا جزو لازم، آفر لیٹر کے مطابق پوری طرح کام کو انجام دے گا۔ اسی کے ساتھ ملازم یہ عہد کرتا ہے کہ وہ آجر کی جانب سے جاری تمام ہدایات و تنبیہات، نافذ شدہ داخلی لواحق و ضوابط، اور آجر کی جانب سے جاری تمام سرکولر، میمو، اور احکامات کی پابندی کرے گا، اور یہ اس معاہدہ نامہ کا لازمی جزء اور تکملہ شمار ہوں گے۔
- 2- ملازم انگریزی مہینوں کے اختتام پر ماہانہ تنخواہ بمقدار «Salary» KD (صرف کویت دینار) وصول کرنے کا مستحق ہوگا۔
- 3- پروجیکٹ کی صورت حال کے پیش نظر آجر درج ذیل سیکیورٹی فراہم کرنے کا پابند ہوگا:
 - 1-3 کویت تک اکانومی کلاس کا ایک ہوائی ٹکٹ فراہم کرنا، بشرطیکہ ملازم کی فراہمی اس کے اپنے وطن سے ہو۔
 - 2-3 جہاں سے ملازم کو فراہم کیا گیا تھا، واپسی کے لئے اس کے ایئرپورٹ تک اکانومی کلاس کا ایک ہوائی ٹکٹ فراہم کرنا۔ (بشرطیکہ وہ کویت میں کسی دوسرے روزگار سے منسلک نہ ہوا ہو) نیز:
 - 1-2-3 روزگار معاہدہ نامہ کی مدت مکمل ہونا
 - 2-2-3 کسی ناقابل تسخیر قوت کا پیش آ جانا
 - 3-2-3 بغیر کسی غلطی کے آجر کی طرف روزگار معاہدہ نامہ کو کالعدم قرار دینا۔

- 3.3 Living Allowance: KD - 100 /month. ربائشی الاؤنس/ 100 - KD: مہینہ۔ 3-3
- 3.4 Medical care services in accordance with the services presented by the Ministry of Health (MOH). In case of any charges to be imposed by MOH, the employee should bear such charges. کویت میں وزارت صحت عامہ کی جانب سے فراہم کردہ خدمات کے مطابق طبی سہولیات عطا کرنا، کویت میں وزارت صحت عامہ کی جانب سے عائد کردہ کسی بھی نوعیت کے اخراجات کی ادائیگی کے لئے ملازم پابند ہوگا۔ 4-3
- 3.5 Workmen compensation as per the applicable laws of the State of Kuwait. کویت میں نافذ العمل قوانین کے تحت جائے عمل میں پیش آنے والے حادثات کا معاوضہ دینا۔ 5-3
- 3.6 In case of the employees death, all repatriation expenses of the remains and will be handed over to his/her relatives at his/her native country in consultation with the employees embassy. ملازم کی وفات پوجانے کی صورت میں سفارتی صلاح و مشورے کے مطابق متوفی کے وطن میں اس رشتہ داروں تک نعش کے ارسال سے متعلق جملہ اخراجات کی ادائیگی کرنا۔ 6-3
- 3.7 Employee shall be entitled to the following benefits in compliance with Kuwait Labor Law; کویت میں نافذ العمل قوانین کے تحت ملازم درج ذیل منافع سے مستفید ہوگا: 7-3
- 3.7.1 Annual Leave 1-7-3 سالانہ چھٹی
- 3.7.2 End of services Indemnity 2-7-3 سروس سیٹلمنٹ
- 3.7.3 Overtime Reimbursement 3-7-3 اور اور ٹائم کا معاوضہ
- 3.7.4. Official Holidays 4-7-3 سرکاری چھٹیاں
4. This contract is signed for an unidentified Period, starting from the Work Commencement Date anticipated to start on «Date_Of_Join». یہ معاہدہ نامہ غیر معینہ مدت کے لئے ہے، اور اس کی ابتدا ملازم کا اپنا کام شروع کرنے کی تاریخ «Date_Of_Join» کے ساتھ ہوگی۔ 4
5. The employee will be subject to a “probationary period” of 100 working days. ملازم 100 کام کے دنوں کے "پروبیشنری پیریڈ" کے تابع ہوگا۔ 5
6. The validity of this contract is conditional to obtaining the necessary permits and licenses required by the government for the Employee to start working for Employer. The Employer is not liable to indemnify the Employee if the Governmental Authorities refuse to approve this Contract or the related Work Permit. آجر کے پاس ملازمت کرنے سے متعلق ورک پرمٹ جاری ہونے اور مجاز محکموں سے ضروری کارروائی مکمل ہونے کے بعد، اس معاہدہ نامہ کی درستگی قرار پائے گی۔ اور اگر مجاز اہلکاروں کی طرف سے اس معاہدہ نامہ کی تصدیق مسترد کردی جاتی ہے یا اس کے نفاذ پر اتفاق عمل میں نہیں آتا ہے تو آجر معاوضہ ادا کرنے کا پابند نہیں ہوگا۔ 6
7. The Employee undertakes to deliver to the Employer within one month of signing this Contract, all the particulars, documents, certificates and licenses needed for his/her formal employment or to transfer his/her residency to Employer according to the provisions of the law, and also undertakes to notify the Employer in writing of any changes or amendments thereof. This Contract is subject to termination without any liability on Employer whatsoever in the event Employee is unable to provide any of the above required documents or documents provided prove to be false. ملازم عہد کرتا ہے کہ وہ اس معاہدہ نامہ پر دستخط کرنے کی تاریخ کے بعد ایک مہینہ کے دوران، لیبر ایکٹ کے تحت آجر کے نام نقل کفالہ، اور ملازمت کی کارروائی کو مکمل کرنے کے لئے مطلوبہ لائسنس، ڈگریاں، دستاویزات اور جملہ معلومات اپنے آجر کے حوالہ کر دے گا، اسی کے ساتھ وہ یہ بھی وعدہ کرتا ہے کہ اگر اس کی معلومات اور تفصیلات میں کسی بھی قسم کی تبدیلی پیش آتی ہے تو وہ فوراً تحریری طور پر آجر کو اس کی اطلاع دے گا۔ اسی کے ساتھ اگر یہ ثابت ہوجاتا ہے کہ ملازم کی جانب سے فراہم کردہ معلومات غلط ہیں یا کسی بھی عذر سے مطلوبہ معلومات پیش نہیں کئے گئے یا فراہم کردہ دستاویزات میں دھوکہ شامل ہے، تو آجر کو حق ہوگا کہ وہ بلا کسی جواب دہی کے اس معاہدہ نامہ کو کالعدم قرار دیدے۔ 7
8. During the term of this Contract, the Employee shall refrain from and shall not be entitled, whether directly or indirectly and in whatever mean, to solicit, induce, encourage or motivate any other employee to work for the benefit of any other individual, entity or party whether considered as competitor to the Employer or not. This obligation shall survive for 2 years after the expiration or early termination of this Contract. اس معاہدہ نامہ کی جاری مدت کے دوران ملازم کو حق نہیں ہوگا کہ وہ بالواسطہ یا براہ راست یا کسی بھی صورت میں آجر کے پاس کام کرنے والے دیگر ملازم کو کسی شخص کے لئے یا کسی غیر کی کمپنی میں چاہے وہ مد مقابل ہو یا نہ ہو، وہاں پر کام کرنے کی رغبت دلائے۔ یہ پابندی اس معاہدہ نامہ کی مدت ختم ہونے یا قبل از وقت فسخ ہو جانے کے بعد دو سال تک باقی رہے گی۔ 8

9. Throughout the term of this Contract and for a period of 2 years after the expiry or early termination of the Contract for any reason, the Employee shall not, under any circumstances and by any means (written, verbal, electronically. etc), disclose any information about its assigned duties or any work related affairs . Such information is considered highly confidential to the Employer and Employee and shall not disclose the same to any other person, establishment or company inside or outside Kuwait.
- 9- ملازم کو حق نہیں ہوگا کہ وہ کسی بھی صورت حال میں، اس معاہدہ نامہ کے جاری رہنے کے دوران یا اس کی مدت ختم ہوجانے کے بعد دو سال کے وقفے تک کسی بھی سبب کے تحت ملازم کے ذمہ سپرد کردہ کوئی بھی معلومات یا راز، یا وسیع معنوں میں اس کے ذریعہ مکلف کردہ کسی بھی معلومات کا (تحریری، شفوی یا آن لائن) افشاء کرے۔ چون کہ یہ معلومات آجر کے حق میں مخصوص راز شمار ہوں گے، اسی لئے ملازم پابند ہوگا کہ وہ ان معلومات کو کویت کے اندر یا باہر کسی بھی شخص یا کمپنی کے سامنے عام کرنے اور انہیں عیاں کرنے سے باز رہے۔
10. The Employee for a period of two (2) years after termination of this Contract shall not, without the Employer's prior written consent, , directly or indirectly work, for any other individual and/or entity, nor shall Employee be an owner or joint owner of any other enterprise, carrying out the same or similar activity or considered as a competitor of the Employer in Kuwait.
- 10- کسی بھی سبب اگر یہ معاہدہ نامہ فسخ کر دیا جاتا ہے تو آجر کی جانب سے تحریری طور پر منظوری نامہ حاصل کئے بغیر ملازم کے لئے جائز نہیں ہوگا کہ وہ دو سال کی مدت تک کویت کے اندر بالواسطہ یا بلاواسطہ کسی بھی ایسے شخص یا نوعیت میں یکساں کمپنی یا ادارہ کے پاس ملازمت کرے یا کلی یا جزئی طور پر پارٹنر شپ میں شریک ہو، چاہے وہ اپنی یہ ملازمت بلاواسطہ یا بالواسطہ انجام دے۔
11. The Employee throughout the Term of this contract shall not without the Employer's prior written consent, work for any third party whether directly or indirectly, paid or unpaid, in or out of Work hours, during holidays and /or annual leaves, or within or outside the State of Kuwait. If the Employee breaches this Obligation, the Employer shall have the right to recover all the monies paid by Employer to the Employee during the aforementioned period.
- 11- اس معاہدہ نامہ کے نفاذ کی مدت کے دوران ملازم پابند ہوگا کہ وہ آجر سے تحریری طور پر منظوری نامہ حاصل کئے بغیر بالواسطہ یا براہ راست، آجر کے دائرہ کار سے خارج، ہر حال میں کسی بھی نوعیت کے کام کو انجام دینے سے باز رہے۔ چاہے یہ کام کویت کے اندر ہو یا باہر، ڈیوٹی کے دوران یا ہفتے کی چھٹیوں کے دنوں میں یا دیگر چھٹیوں کے ایام میں انجام دیا جائے۔ خلاف ورزی کی صورت میں آجر کو یہ حق حاصل ہوگا کہ وہ مذکورہ مدت کے دوران آجر کی جانب سے ملازم کو ادا کی گئی تمام رقم کی وصولی کرے۔
12. The Employee upon the expiry or early termination of this Contract shall handover to the Employer any funds, documents and/or machines belonging to the Employer and held in his/her possession.
- 12- اس معاہدہ نامہ کی میعاد ختم ہونے یا قبل از وقت ختم کرنے پر ملازم پر لازمی ہوگا کہ وہ آجر کو کسی بھی فنڈز، دستاویزات اور / یا اس کے قبضے میں رہنے والی مشینوں کو آجر کے حوالے کر دے۔
13. If Mobilized by the Employer, the Employee shall pay to the Employer all mobilization costs incurred by the latter in case the Employee fails to complete 2 years in the service of the Employer.
- 13- اگر ملازم کا تعین آجر کی طرف سے کیا جاتا ہے تو، ملازم آجر کی خدمت میں 2 سال مکمل نہ کرنے کی صورت میں ملازم پر ضروری ہوگا کہ وہ آمد و رفت کے تمام اخراجات ادا کرے۔
14. The Labor Law (Law no. 6 of 2010) and the Employer's Internal Policies, Regulations, and Penalties by-laws shall cover any subject not mentioned under this Contract.
- 14- لیبر ایکٹ (قانون نمبر 6، سال 2010) اور آجر کی داخلی پالیسیاں، قواعد و ضوابط بذریعہ قوانین ان موضوعات کا بھی احاطہ کریں گے جن کا ذکر اس معاہدہ نامہ کے تحت نہیں کیا گیا ہے۔
15. The Courts of Kuwait shall have the exclusive jurisdiction to decide on any matter resulting from a dispute claimed by Employee against Employer in connection with this Contract. Employer, to the contrary, shall have the right to sue the Employee before any court whether inside or outside Kuwait.
- 15- اس معاہدہ نامہ کے سلسلے میں ملازم کی جانب سے آجر کے خلاف دعویٰ کیے گئے تنازعے کے نتیجے میں معاملات پر غور کے لئے کویت کی عدالتوں کے پاس خصوصی دائرہ اختیار ہوگا۔ اس کے برعکس آجر کو یہ حق حاصل ہو گا کہ وہ ملازم کے خلاف کویت کے اندر یا باہر کسی بھی عدالت کے سامنے مقدمہ دائر کرے۔
16. This Agreement supersedes all prior agreement between the Parties with respect to the subject matter.
- 16- یہ معاہدہ نامہ موضوع کے حوالے سے طرفین کے مابین تمام سابقہ معاہدہ ناموں کو کالعدم قرار دیتا ہے۔

17. This Contract is executed and made on two original copies, one for each party .The Arabic text shall prevail in case of any contradiction or discrepancy between the Arabic and English Text.

17- یہ معاہدہ نامہ عمل میں لایا جائے گا، اور اس کی دو اصل کاپیاں تیار کی جائیں گی، ہر ایک کاپی ایک فریق کے لیے ہوگی۔ عربی اور انگریزی متن کے درمیان تضاد یا اختلاف رونما ہونے کی صورت میں عربی متن غالب رہے گا۔ دستخط

Signed by and on behalf of Employer

Name : Waleed Saad

Position: HR & Administration Manager

Signature:

قائم مقام آجر

نام: ولید سعد

ایچ آر اور ایڈمن منیجر

دستخط:

Employee's Name and Signature: «Name»

ملازم کا نام اور دستخط: «Name»

Addendum to Employment Contract

ضمیمہ - روزگار معاہدہ نامہ

This addendum ("Addendum") to the employment contract (the "Contract") is made on «Date_Of_Join»

اس معاہدہ نامہ کو تیار کرنے کی تاریخ: «Date_Of_Join»

By and between:

مابین:

1- **Kuwait Resources House** whose registered address is Sharq, Al Ghawali Center 13th Floor, Herein represented Mr. Waleed Saad in her capacity as HR and Admin Manager . (the "Employer")

1- کویت ریسورس ہاؤس برائے خدمات و ادارہ انسانی وسائل کمپنی پتہ: مشرقی، الشہداء روڈ، الغوالی سنٹر، 13 منزل، پوسٹ باکس نمبر: 2214، صفاة، پین کوڈ: 13023 کویت (موسوم بحیثیت آجر)

2- **Name: «Employee_Numbers»**

2- جناب / «Name»

Nationality: «Nationality»

شہریت: «Nationality»

Civil ID No: «Civil_ID» (the "Employee")

سول شناختی نمبر: «Civil_ID» (موسوم بحیثیت ملازم)

The Employer and the Employee may be hereinafter referred to collectively as the ("Parties"). Further to the conditions of the Employee Contract the following terms and conditions should apply:

آجر اور ملازم دونوں ایک ساتھ جمع ہونے کی صورت میں طرفین سے موسوم کیا جائے گا۔ ملازم کے معاہدہ نامہ کی شرائط کے لیے درج ذیل شرائط و ضوابط کا اطلاق ہوگا:

1. **Compensation Rate for Overtime** Total standard working hours for each position will be 8 hours per day. For Overtime work hours you will be reimbursed as follows:

1- اورور ٹائم کے لیے معاوضہ کی شرح تمام پوزیشنوں کے لیے کل معیاری اوقات کار 8 گھنٹے فی دن مقرر ہوں گے۔ اورور ٹائم کام کے اوقات کے لیے آپ کو مندرجہ ذیل معاوضہ دیا جائے گا:

- The First Overtime rate equals to 1.25 of the straight rate/ hour and it is for the first 2 additional hours worked per day in excess of the normal hours.
- The Second Overtime rate equals to 1.5 of the straight rate/hour and it is for the hours worked on the weekends.
- The Third Overtime Rate equals to 2.0 of the straight rate/ hour and it is for the hours worked on the Kuwaiti holidays.

- اورور ٹائم کی شرح عام ایام عمل میں عام گھنٹوں کی اجر کے برابر ہوگا 1.25 X -
- جمعہ کا دن اور ہفتہ واری چھٹی کے دنوں میں اورور ٹائم کی شرح عام گھنٹوں کی اجر کے برابر ہوگا 1.50 X -
- سرکاری چھٹیوں کے دنوں میں اورور ٹائم کی شرح عام گھنٹوں کی اجر کے برابر ہوگا 2.00 X -

2. **Sick Leave :** Employee, save chronic diseases, will be entitled to the following sick leaves during one year:

2- **رخصت علالت:** ملازم سال بھر میں رخصت علالت حاصل کرنے کا مستحق ہوگا۔

- fifteen days with full pay
- ten days with three quarters of pay
- ten days with half of the pay
- ten days with one quarter of the pay
- thirty days without pay

- پندرہ دن - مکمل تنخواہ کے ساتھ
- دس دن - تنخواہ کی تین چوتھائی حصہ کے ساتھ
- دس دن - تنخواہ کے نصف حصہ کے ساتھ
- دس دن - تنخواہ کی چوتھائی حصہ کے ساتھ
- تیس دن - بغیر کسی تنخواہ کے

The Employee shall provide a medical report from a doctor appointed by the employer or a doctor at the government medical center. In the event of conflict regarding the necessity of sick leave or its duration, a report from a government doctor if required as proof of illness.

ملازم کسی سرکاری میڈیکل سینٹر میں مامور ڈاکٹر یا آجر کی طرف سے مقرر کردہ ڈاکٹر سے میڈیکل رپورٹ فراہم کرے گا۔ رخصت علالت کی ضرورت یا اس کی مدت کے بارے میں تنازعہ رونما ہونے کی صورت میں، بیماری کے ثبوت کے لئے ضرورت پڑنے پر کسی سرکاری ڈاکٹر سے رپورٹ حاصل کی جائے گی۔

3. **Job Location:** The US installations across the State of Kuwait.

3- **ملازمت کا جائے مقام:** کویت کے اندر امریکی فوجی تنصیبات میں۔

4. **Job description:** As attached.

4- **ملازمت کی تفصیلات:** منسلک

5. **Grounds of Termination:** Subject to the provisions of Article (37) of Kuwait Labor Law:

a- The Employer may terminate the services of Employee without notice, compensation or benefit in the event where the Employee has committed any of the following acts:

- If the Employee has committed a mistake that resulted in a large loss for the Employer.
- If it was found that the Employee obtained employment through cheating or fraud.
- If the Employee divulged secrets related to the establishment which caused or would have caused real losses.

b- The Employer may dismiss the Employee in any of the following events:

- If he been found guilty of a crime that relates to honor, trust or morals.
- If he committed an act against public morals at the work site.
- If he assaulted one of his colleagues, his Employer or deputy during work or for a reason thereof.
- If he breached or failed to abide by any of the obligations imposed on him by the contract and the provisions of Kuwait Labor Law.
- If he is found to have repeatedly violated the instructions of the Employer. In such events, the decision of dismissal shall not result in the deprivation of the Employee of his end of service benefit

c- The employee who is dismissed for any of the reasons stated in this article shall have the right to object to such decision before the competent labor department in accordance with the procedure set forth in this Law. In the event where the Employee is absent from work for 7 consecutive days or 20 separate days within a year without a valid excuse, the Employer shall have the right to consider him as having resigned. In such event, provisions of Article 53 of this Law shall apply with regard to the Employee's end of service benefit.

6. **Language of the contract and Addendum:**

The Employee acknowledges hereby the receipt of the Contract in English, Arabic and his native language This addendum is drafted in aforementioned languages where Arabic to supersede in case of any contradiction.

5- معاہدہ نامہ کو فسخ کرنے کے اسباب: کویت لیبر لاء کے ایکٹ نمبر 37 کے احکامات کو مد نظر رکھتے ہوئے۔

ا۔ آجر کو حق ہوگا کہ وہ ملازم کی طرف سے درج ذیل افعال صادر ہونے کے نتیجہ میں بنا کسی نوٹس، معاوضہ یا الاؤنس کی ادائیگی کے ساتھ ملازم کے معاہدہ نامہ کو فسخ کر دے:

- جب ملازم کسی ایسی سنگین غلطی کا مرتکب ہو جس کے نتیجہ میں آجر کو گہرا ضرر لاحق ہو جائے۔
- جب یہ ثابت ہو جائے کہ ملازم نے یہ ملازمت دھوکہ اور فریب کے ساتھ حاصل کیا ہے۔
- جب ملازم ادارہ سے متعلق کسی ایسے راز کا افشا کر دے جس کی وجہ سے حقیقی نقصان پیش آ جائے۔

ب۔ آجر کو حق ہوگا کہ وہ درج ذیل حالات میں ملازم کو برطرف کر دے:

- اگر وہ کسی ایسے جرم کا مرتکب ہوتا ہے جو عزت، اعتماد یا اخلاقیات سے متعلق ہو۔
- اگر وہ جائے عمل میں اخلاقیات کو زک پہنچانے والے کسی فعل کا مرتکب ہوتا ہے۔
- اگر وہ اپنی ڈیوٹی کے دوران اپنے کسی ساتھی ملازم یا آجر یا اس کے کسی نائب کے ساتھ زور زبردستی یا حملہ کرنے کا مرتکب ہوتا ہے یا وہ سبب بنتا ہے۔
- اگر ملازم اس قانون کے احکامات اور معاہدہ نامہ میں درج کسی لوائح و ضوابط کی خلاف ورزی کرنے کا مرتکب ہوتا ہے۔
- اگر ملازم کی طرف سے آجر کی ہدایات و تنبیہات کی لگاتار خلاف ورزی سرزد ہوتی ہے۔ ان حالات میں ملازم کی برطرفی کے ساتھ الاؤنس سے محرومی نہیں ہوگی۔

ج۔ جو ملازم اس آرٹیکل میں بیان کردہ کسی بھی وجوہات کی بناء پر برخاست ہوتا ہے، اس کو اس قانون میں بیان کردہ طریقہ کار کے مطابق مجاز لیبر ڈیپارٹمنٹ کے سامنے ایسے فیصلے پر اعتراض کرنے کا حق حاصل ہوگا۔ اور ایسی صورت میں جب کہ ملازم بغیر کسی عذر کے مسلسل 7 دن یا 20 علیحدہ دن کام سے غیر حاضر رہتا ہے، تو ایسی صورت میں آجر کو یہ حق حاصل ہوگا کہ وہ اسے مستعفی شمار کرے۔ اور ایسی صورت میں، اس قانون کے آرٹیکل 53 کی دفعات ملازم کے سروس فوائڈ (گریجویٹی) کے خاتمے کے حوالے سے لاگو ہوں گی۔

6- معاہدہ نامہ اور ضمیمہ کی زبان

ملازم انگریزی، عربی اور اپنی مادری زبان میں اس معاہدہ نامہ کی وصولی کو تسلیم کرے گا۔ اور یہ ضمیمہ مذکورہ بالا زبانوں میں تیار کیا گیا ہے، اور کسی بھی تضاد کی صورت میں عربی زبان کو فوقیت حاصل ہوگی۔

7. All other terms and conditions of the Contract remain unchanged
This Addendum is executed and made on two original copies; one for each party .The Arabic text shall prevail in case of any contradiction or discrepancy between the Arabic and the corresponding English Text

7- معاہدے کی دیگر تمام شرائط و ضوابط غیر تبدیل شدہ رہیں گی۔
یہ ضمیمہ مذکورہ بالا تاریخ میں تیار کیا گیا، اور اس کی دو اصل کاپیاں تیار کی جائیں گی، ہر ایک کاپی ایک فریق کے لیے ہوگی۔ عربی اور انگریزی متن کے درمیان تضاد یا اختلاف رونما ہونے کی صورت میں عربی متن غالب رہے گا۔ دستخط

Signed by and on behalf of Employer

Name : Waleed Saad
Position: HR & Administration Manager
Signature:

قائم مقام آجر

نام: ولید سعد

ایچ آر اور ایڈمن منیجر

دستخط:

Employee's Name and Signature: «Name»

ملازم کا نام اور دستخط: «Name»

Environment

KRH operates in compliance with the highest international standards, having a comprehensive safety policy and program that ensures risk-free operations, optimum client experience and satisfaction and project performance with excellence.

KRH designed an environmental program part of its integrated management system in compliance with ISO 45001, 14001 & 9001. We strive to be active contributors to the global efforts to protect the environment and we have a management directive to adopt any possible new solution or technology that helps making a better environment.

Implementation

- 1- HSE Policy/System
 - a. Applied in all work performance sites.
 - b. Integrated with clients HSE programs/systems.
 - c. Measurable by internal HSE reports.
 - d. On-going training programs.
 - e. Random Inspection programs conducted.
 - f. Strict Implementation of our ISO 45001 for Health & Safety standards.
 - g. Strict Implementation of our ISO 14001 for Environmental standards.
 - h. Strong attention to waste control, handling & management.

- 2- Paper usage/recycling
 - a. Reducing the use of papers by adopting new communication, documentation and working electronic environment.
 - b. Using recycled papers when needed.
 - c. Develop written policies to achieve that.
 - d. Paper waste is collected by paper recycling companies on weekly basis.
 - e. Key area of KRH's 5R's concept in waste management.

- 3- Power usage
 - a. The company has strict policies on reducing power usage by acquiring the available technologies that help us achieve this objective.
 - i. Power saving lighting systems.
 - ii. Power tum off at the end of every business day through our multi story tower.

- 4- Smoking ban inside the building

Making the working environment a healthy place for people to work is an utmost priority. Therefore, we have a strict no-smoking policy as follows.

- a. Smoking ban is a strict policy within all offices.
- b. Smokers are allowed to have regulated short smoking breaks outside the offices.
- c. Violators of the policy are disciplined according to the announced policy.

Goals

We aim to contribute more to the global environment protection efforts, and our only challenge is the availability of technologies that can help us achieve that.

Some of our long term goals are to switch our vast fleet of vehicles to electrically powered vehicles once available in our markets. One of our goals was to develop a measurement system and tools that allows us to measure our contribution and success in achieving our environmental goals, and we have succeeded in developing a measurement system for the areas of relevance to our business with our clients & manpower.

Anti-Corruption

Assessment, policy and goals

- Assessment of risk of corruption and bribery in the company's industry and country(ies) of operation
- Written company policy of zero-tolerance for corruption, bribery and extortion
- Reference to (or statement of support for) the UN Convention Against Corruption and other international instruments
- Protocol to guide staff in situations where they are confronted with extortion or bribery
- Policy requiring business partners and suppliers to adhere to the Global Compact anti-corruption principles
- Specific goals in the area of anti-corruption for the upcoming year

Implementation

1. KRH is a member with TRACE international, an international anti-bribery compliance solution provider and consultant. We developed our written company policies that have zero-tolerance for corruption, bribery & extortion using TRACE services and with reference to the UN Convention against Corruption.
2. KRH hired an independent legal firm to manage its contracts with individuals and businesses to guarantee the integrity of every business transaction.
3. KRH established an internal audit & legal department to be another level of self-monitoring & policy application.
4. We provide suggestion boxes, call center and the list of names and contacts for all management allowing every individual to have access to the management team.
5. Updates from any international instrument that we use to develop our policy and monitoring efforts, are conveyed to all our people in internal awareness sessions.

QHSE Focus



Kuwait Resources House QHSE Department KRH Safety Performance Report 2019

Goals	(TIR) Total Incident Rate	(RIR) Incident Rate	(IF) Injury Frequency	(IS) Injury Severity	(LWDR) Lost Work Day Rate
Rate	1.35	1.1	0.5	1.35	0.39

Total Incident Rate - TIR
Total Incident X 200,000
Employee hours worked

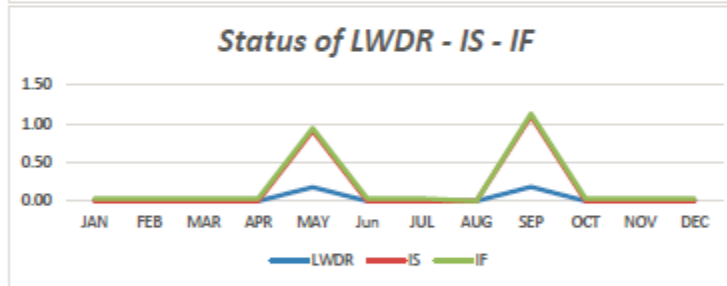
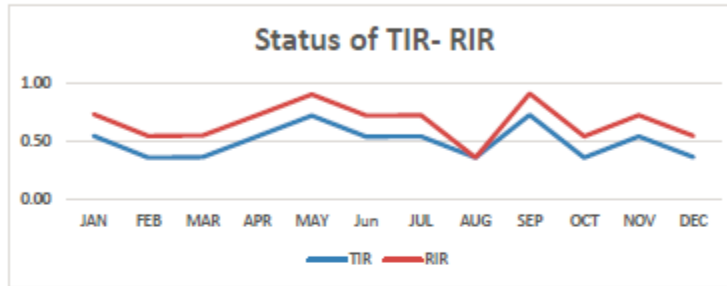
Recordable Incident Rate - RIR
Rec. Incident X 200,000
Employee hours worked

Lost Work Day Case Rate - LWDR
LWD Cases X 200,000
Employee hours worked

Injury Severity - IS
Days Lost X 200,000
Employee hours worked

Injury Frequency - IF
Recordable Injury rate X 200,000
Employee hours worked

Hours 8
days 26



Recordable Injury/Incident Report

Total Incident and Recordable Incident Report

	MONTH	Population (No. of Employees)	Employee Hours Worked	Total Incident	# of Recordable Incident	# of OSHA Recordable Injuries	Number of lost work days cases	Number of days lost	TIR	RIR	LWDR	IS	IF
1	JAN	5230	1,087,840	3	1	0	0	0	0.55	0.18	0.00	0.00	0.03
2	FEB	5250	1,092,000	2	1	0	0	0	0.37	0.18	0.00	0.00	0.03
3	MAR	5220	1,085,760	2	1	0	0	0	0.37	0.18	0.00	0.00	0.03
4	APR	5270	1,098,160	3	1	0	0	0	0.55	0.18	0.00	0.00	0.03
5	MAY	5300	1,102,400	4	1	1	1	4	0.73	0.18	0.18	0.73	0.03
6	Jun	5310	1,104,480	3	1	0	0	0	0.54	0.18	0.00	0.00	0.03
7	JUL	5280	1,098,240	3	1	0	0	0	0.55	0.18	0.00	0.00	0.03
8	AUG	5270	1,098,160	2	0	0	0	0	0.36	0.00	0.00	0.00	0.00
9	SEP	5265	1,095,120	4	1	1	1	5	0.73	0.18	0.18	0.91	0.03
10	OCT	5275	1,097,200	2	1	0	0	0	0.36	0.18	0.00	0.00	0.03
11	NOV	5280	1,098,240	3	1	0	0	0	0.55	0.18	0.00	0.00	0.03
12	DEC	5225	1,086,800	2	1	0	0	0	0.37	0.18	0.00	0.00	0.03
	Average	63175	13,140,400	33	11	2	2	9	0.50	0.17	0.03	0.14	0.03
	Target Rate								1.35	1.10	0.39	1.35	0.50



Kuwait Resources House QHSE Department

KRH Safety Performance Report 2020

Goals	(TIR) Total Incident Rate	(RIR) Incident Rate	(IF) Injury Frequency	(IS) Injury Severity	(LWDR) Lost Work Day Rate
Rate	1.35	1.1	0.5	1.35	0.39

Total Incident Rate - TIR
 # Total Incident X 200,000
 Employee hours worked

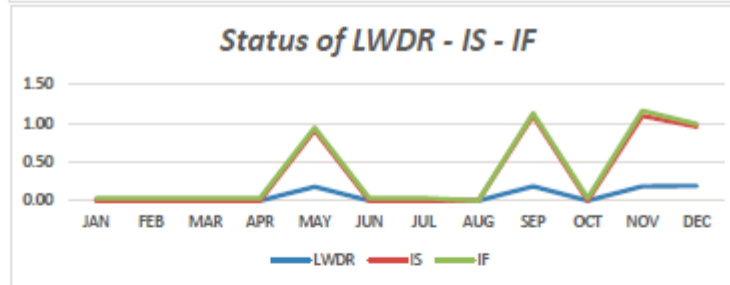
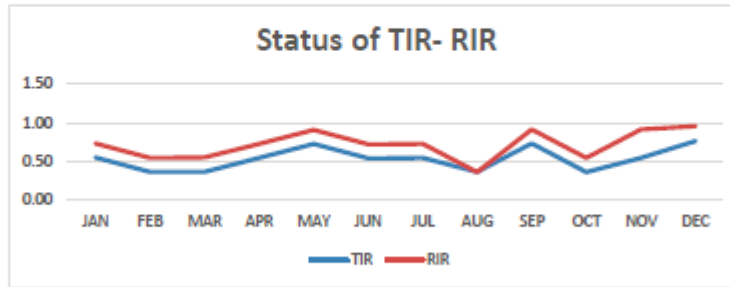
Recordable Incident Rate - RIR
 # Rec. Incident X 200,000
 Employee hours worked

Lost Work Day Case Rate - LWDR
 # LWD Cases X 200,000
 Employee hours worked

Injury Severity - IS
 #Days Lost X 200,000
 Employee hours worked

Injury Frequency - IF
 # Recordable Injury rate X 200,000
 Employee hours worked

Hours 8
 days 26



Recordable Injury/Incident Report

Total Incident and Recordable Incident Report

	MONTH	Population (No. of Employees)	Employee Hours Worked	Total Incident	# of Recordable Incident	# of OSHA Recordable Injuries	Number of lost work days cases	Number of days lost	TIR	RIR	LWDR	IS	IF
1	JAN	5230	1,087,840	3	1	0	0	0	0.55	0.18	0.00	0.00	0.03
2	FEB	5250	1,092,000	2	1	0	0	0	0.37	0.18	0.00	0.00	0.03
3	MAR	5220	1,085,760	2	1	0	0	0	0.37	0.18	0.00	0.00	0.03
4	APR	5270	1,095,160	3	1	0	0	0	0.55	0.18	0.00	0.00	0.03
5	MAY	5300	1,102,400	4	1	1	1	4	0.73	0.18	0.18	0.73	0.03
6	JUN	5310	1,104,480	3	1	0	0	0	0.54	0.18	0.00	0.00	0.03
7	JUL	5280	1,098,240	3	1	0	0	0	0.55	0.18	0.00	0.00	0.03
8	AUG	5270	1,095,160	2	0	0	0	0	0.36	0.00	0.00	0.00	0.00
9	SEP	5265	1,095,120	4	1	1	1	5	0.73	0.18	0.18	0.91	0.03
10	OCT	5275	1,097,200	2	1	0	0	0	0.36	0.18	0.00	0.00	0.03
11	NOV	5036	1,097,200	3	2	1	1	5	0.55	0.36	0.18	0.91	0.07
12	DEC	4984	1,047,488	4	1	1	1	4	0.76	0.19	0.19	0.76	0.04
	Average	62690	13,100,048	35	12	4	4	18	0.53	0.18	0.06	0.28	0.03
	Target Rate								1.35	1.10	0.39	1.35	0.50

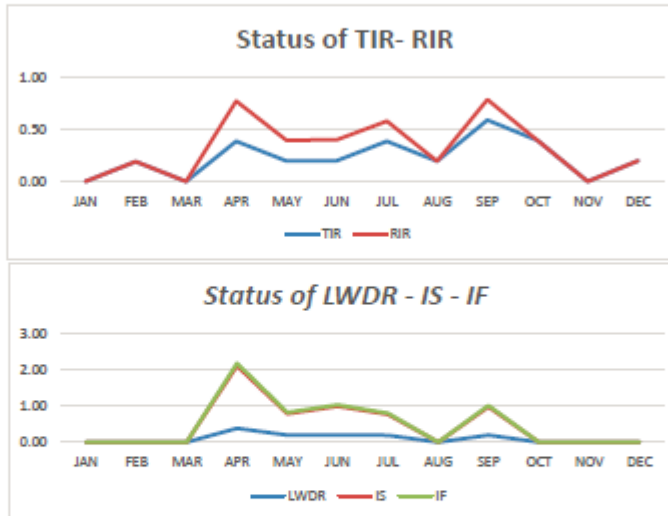


Kuwait Resources House
QHSE Department

KRH Safety Performance Report 2021

Goals	(TIR) Total Incident Rate	(RIR) Incident Rate	(IF) Injury Frequency	(IS) Injury Severity	(LWDR) Lost Work Day Rate
Rate	1.22	1	0.45	1.22	0.35

Total Incident Rate - TIR	
# Total Incident X 200,000	
Employee hours worked	
Recordable Incident Rate - RIR	
# Rec. Incident X 200,000	
Employee hours worked	
Lost Work Day Case Rate - LWDR	
# LWD Cases X 200,000	
Employee hours worked	
Injury Severity - IS	
# Days Lost X 200,000	
Employee hours worked	
Injury Frequency - IF	
# Recordable Injury rate X 200,000	
Employee hours worked	
Hours	8
days	26



Recordable Injury/Incident Report

Total Incident and Recordable Incident Report

MONTH	Population (No. of Employees)	Employee Hours Worked	Total Incident	# of Recordable Incident	# of OSHA Recordable Injuries	Number of lost work days cases	Number of days lost	TIR	RIR	LWDR	IS	IF
1 JAN	5074	1,055,392	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00
2 FEB	5066	1,053,728	1	0	0	0	0	0.19	0.00	0.00	0.00	0.00
3 MAR	5007	1,041,456	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00
4 APR	4998	1,039,168	2	2	2	2	9	0.38	0.38	0.38	1.75	0.07
5 MAY	4883	1,015,664	1	1	1	1	3	0.20	0.20	0.20	0.58	0.04
6 JUN	4831	1,004,848	1	1	1	1	3	0.20	0.20	0.20	0.80	0.04
7 JUL	4998	1,039,584	2	1	1	1	4	0.38	0.19	0.19	0.58	0.04
8 AUG	4958	1,031,264	1	0	0	0	0	0.19	0.00	0.00	0.00	0.00
9 SEP	4908	1,020,864	3	1	1	1	4	0.59	0.20	0.20	0.78	0.04
10 OCT	4893	1,017,744	2	0	0	0	0	0.39	0.00	0.00	0.00	0.00
11 NOV	4848	1,008,384	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00
12 DEC	4838	1,006,304	1	0	0	0	0	0.20	0.00	0.00	0.00	0.00
Average	59300	12,334,400	14	6	6	6	23	0.23	0.10	0.10	0.37	0.02
Target Rate								1.35	1.10	0.39	1.35	0.50

Measurement of outcomes

The company has successfully managed to have 30 years of business exercising without a single incident of corruption or bribery related case. Our annual audit reports this as well in coordination with the hired legal body and in reference to the TRACE institution.

- End of COP