**CONTRACT OF EMPLOYMENT**

 This **CONTRACT OF EMPLOYMENT** is made on this day \_\_\_\_\_\_\_ month of \_\_\_\_\_\_\_\_\_20 \_\_\_\_\_ between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as "the Employer") of the one part and Mr./Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a bearer of Passport No. \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred, to as "the Worker") of the other part.

 Whereas, the Employer desires to employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Brunei Darussalam; and

 Whereas, the Worker desires to be employed by the Employer subject to the laws, rules, regulations, national policies and directives in Brunei Darussalam;

Therefore,

**IT IS HEREBY AGREED** as follows:

1. **Duration of this Contract of Employment**

The duration of this Contract of Employment shall be for a period of two (2) years commencing on the day of arrival of the Worker in Brunei Darussalam until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

1. **Occupation**

 The Worker shall be employed as …<Job Position>…… in ………… sector. Major duties of the worker are ……………………………………………………………….

1. **Wages**
	1. The Worker shall receive a basic wage of **BND 500** (excluding allowances and overtime). This basic wage shall comply with the national minimum wage of Brunei Darussalam.

***Allowance:***

***a) Attendance*** *: = BND*

***b) Food*** *: = BND*

***c) Transport*** *: = BND*

***d) Shift*** *: = BND*

***e) Overtime (as per Government rule)***  *= BND*

***f) Any other ………………………… =*** *BND*

 ***Total*** *= \_\_\_\_\_\_\_\_\_\_*

* 1. Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.
	2. The monthly wages shall be paid to a bank account of the Worker.

* 1. Employer shall furnish to every worker employed by him in a separate statement or card the particulars relating to details of wages and other allowances earned during each wage period.
1. **Working Hours**

Normal working hours shall be eight (8) hours per day in accordance with the labour laws in Brunei Darussalam.

1. **Overtime**

In the event the Worker, upon the request by the Employer, agrees to work in excess of his/her normal hours of work, the Worker shall be paid in accordance with Section 63 and 64 of the Employment Order of Brunei Darussalam 2009.

1. **Rest Day**

6.1 The Worker shall be entitled to weeklyrest day ***(one day in a week)*** in accordance with the labour laws of Brunei Darussalam.

6.2 In the event that the Worker, upon the request by the Employer, agrees to work on such rest day, the Worker shall be paid in accordance with the labour laws in Brunei Darussalam.

1. **Public Holiday**

7.1 The Worker shall be entitled to paid public holiday for a total of 11 day in any one year of service that include the following days:

1st January (New Year’s Day), First day of Hijriah, Chinese New Year, 23rd. February (National Day of Brunei Darussalam), Maulud Prophet Mohammad’s birthday, 15th. July (His Majesty the Sultan and Yang Di-Pertuan’s birthday), First day of Ramadhan, Anniversary of the reveletion of the Quran, Hari Raya Aidilfitri, Hari Raya Aidiladha, 25th. December (Christmas Day

7.2 In the event the Worker, upon the request by the Employer, agrees to work on such public holiday, the Worker shall be paid in accordance with the labour laws in Brunei Darussalam.

1. **Leave**

8.1 The worker shall be entitled to paid annual leave in accordance with the labour laws in Brunei Darussalam.

 ***Annual leave M***

1. ***Paid annual leave of 7 days in respect of the first 12 months of continuous service with the same employer; and***
2. ***An additional one day’s annual leave for every subsequent 12 months of continuous service with the same employer, subject to a maximum of 14 days of such leave, which shall be in addition to the rest days, public holidays, and sick leave to which the employee is entitled to.***

8.2 The Employer upon application from the Worker may grant 15 days leave in case of death of close family member (Parents, Spouse and Children) of the Worker. The leave may be deducted from the accumulated annual leave of the Worker, or in cases where accumulated annual leave is not sufficient, the Employer may grant unpaid leave to the said Worker.

1. **Levy**

The payment of levy shall be borne by the Employer.

1. **Medical and Accident Insurance**

The Worker may be insured under the Workmen’s Compensation Act 1954 (Revised 1984) or any other insurance scheme adopted by the Government of Brunei Darussalam.

1. **Deductions**

The Employer is entitled to make deduction for not more than 50 percent (50%) in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws of Brunei Darussalam.

1. **Accommodation**

The Employer shall provide the Worker decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health.

1. **Sick Leave**

The Worker shall be entitled to paid sick leave and paid hospitalization leave in accordance with the labour laws of Brunei Darussalam.

***Sick leave (without hospitalisation):***

*14 days in each year if no hospitalization is necessary.*

***In case of hospitalisationM***

*60 days in each year if hospitalization is necessary*.

1. **Renewal of Worker's Visit Pass (Temporary Employment)**

14.1 The Employer shall renew Worker’s Employment visa/pass before the expiry of the said pass. All costs related to the renewal shall be borne by the Employer.

14.2 Any penalty or compound imposed due to the failure of the Employer to do so shall solely be borne by the Employer.

1. **Air Passage**

The travelling expenses from Nepal to any agreed point of entry in Brunei Darussalam and the expenses from any agreed point of exit in Brunei Darussalam to Nepal shall be borne by the Employer upon completion of this Contract of Employment.

1. **Repatriation**

16.1 The repatriation cost of the Worker from their place of work to their original exit point in Nepal shall be borne by the Employer under the following circumstances:

1. At the completion of this Contract of Employment;
2. Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker;

1. Termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer;

16.2 The Worker shall be responsible to bear related expenses under the laws of Brunei Darussalam and expenses relating to repatriation for circumstances that are not mentioned in clause 16.1.

16.3 The term "original exit point" in this Contract of Employment shall mean any international airport in Nepal.

1. **Repatriation in the case of death of the Worker**

17.1 In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation of the dead body.

17.2 If the funeral takes place in Brunei Darussalam with the consent of the family of the deceased, the employer shall be responsible for the costs of the funeral and repatriation of the remains.

17.3 The employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

1. **Termination**

18.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to Nepal for the Worker.

18.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall bear the cost of airfare to Nepal.

1. **Restrictions**

19.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Brunei Darussalam.

19.2 The Worker shall not change employment during the period of this Contract of Employment and shall not carry out or do other business.

19.3 If the Worker is found by the competent authority concerned engaged in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to Nepal at Worker's own expenses.

1. **Safekeeping of the Passport**

20.1 The Employer shall not keep the passport of the Worker in his custody.

20.2 The Passport of the Worker shall be in his/her custody at all times. In the event the passport is lost or damaged while in the possession of the Worker*,* the Worker shall bear all related costs for the replacement of his/her passport*.*

20.3 The Worker shall submit the passport to the Employer for the following purposes:

1. medical screenings;
2. application of Employment visa/pass;
3. application of Foreign Workers Identity Card, and
4. renewal of Employment visa/pass.

20.4 The passport shall be returned to the Worker upon completion of these purposes.

20.5 In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above-mentioned purposes, the Employer shall bear all related costs for the replacement of the Worker’s passport.

1. **Outstanding Wages**

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

1. **Amendment**

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favorable to the Worker subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Brunei Darussalam.

1. **Time is of the Essence**

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

1. **Interpretation**

In the event there is a conflict of interpretation between the English text and any text in other language used in this Contract of Employment, the English text shall prevail.

1. **Laws**

This Contract of Employment shall be subjected to the laws of Brunei Darussalam.

1. **Succession**

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

1. **Language of this Contract of Employment**

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Nepali and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

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

Employer's Signature, Worker’s Signature,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

NRIC No.: Passport No.:

Address: Emergency Contact No.

 (ofdependent)

Signature of Witness from Employer, Signature of Witness from Worker

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Address: Address:

Date: Date :

**Attested by:**

The Embassy of Nepal,

**Wisma Paradise** (Level 1, 3 and 9)

No. 63 Jalan Ampang

50450 Kuala Lumpur, Malaysia.

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