General Agreement
In the Field of Manpower
Between
The Government of the Hashemite Kingdom of Jordan
And
The Government of Nepal

Preamble
The Government of the Hashemite Kingdom of Jordan ("GOJ") hereinafter referred to as the First Party and The Government of Nepal ("GON") hereinafter referred to as the Second Party, and jointly referred to as “The Parties”;

Bearing in mind the friendly relations between two countries and their people;

Recognizing the international commitments of both parties on human rights and labour rights, in particular the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights and the International instruments on the rights and welfare of labour;

Desiring to enhance the existing friendly relations between the two countries by fostering cooperation on the recruitment of manpower to promote mutual benefits;

Determined to respect, promote and realize the rights of workers and improve their working conditions;

Have agreed as follows:
Article 1: Objectives

The objectives of this agreement are as follows:

a) Strengthen cooperation on labour matters by providing a legal framework for the employment of labour in order to protect, promote and fulfill their rights;

b) Establish a mechanism to discuss, exchange views on labour related problems and resolve outstanding issues;

c) Create mutual understanding between two governments to protect the rights of all workers, with special consideration to the specific vulnerabilities of female migrant workers;

d) Facilitate healthy cooperation and exchange of information on best practices of labour migration for mutual benefits; and

e) Promote international labour standards of rights at work, encourage decent work opportunities, enhance social protection and strengthen dialogue on work-related issues.

Article 2: Definitions

For the purpose of this General Agreement unless otherwise stated:

a) First Party: The Government of the Hashemite Kingdom of Jordan/ Ministry of Labour;


c) 'Employment' shall mean engagement of a person under mutually agreed terms and conditions of job to undertake specified functions for specified period;

d) 'Employer' refers to a company or an individual in the Hashemite Kingdom of Jordan that seeks the service of Nepali migrant workers;

e) 'Employment Contract' refers to the contract signed between worker and his/her employer explaining the terms and conditions of the service, including among others, the rights and duties in line with the laws of both countries;

f) 'Recruitment Agencies' refers to legally licensed or registered agencies based in Nepal and recruitment agencies in Jordan (for the recruitment of migrant domestic workers), responsible to undertake the business of calling applications, screening and selecting individuals as per laws on foreign labour recruitment;
g) 'Placement of worker' shall mean designating a worker to undertake his/her duties in specified occupation, institution and location;

h) 'Workers' encompass any citizens of Nepal, who are to be recruited, are recruited or have been recruited under a specific contract agreement in the Hashemite Kingdom of Jordan.

**Article 3: Responsibilities of the Parties**

The Parties shall:

a) Control and regulate costs related to recruitment and employment in both countries;

b) Exchange updated information on the licensed and blacklisted recruitment agencies of either country;

c) Recruit workers through licensed recruitment agencies or through direct recruitment process, and monitor their operations;

d) Grant contractual parties the right of recourse to competent authorities in the case of dispute in implementing contractual provisions, in accordance with prevailing laws of the respective countries;

e) Take effective legal measures against unscrupulous employers, labour recruiters, companies or agencies in violation of the laws of either country;

f) Cooperate in implementing this agreement and future endeavors to resolve any issues that arise;

g) Cooperate to eradicate forced labour and human trafficking between two countries, the parties shall share and exchange information regarding these activities and take legal action against perpetrators in their respective jurisdiction according to their laws.

**Article 4: Responsibilities of the First Party**

The First Party shall:

a) Ensure that the recruitment, hiring and placement of workers under this agreement shall be in accordance with the relevant laws and within the legal and administrative provisions;

b) Ensure that the costs to be incurred for visa, travel expenses, insurance, medical expenses, and other processes related to the recruitment of the workers in Jordan shall be borne by the Employer;
c) Ensure that the welfare and rights of workers employed in Jordan are promoted and protected in accordance with the Jordanian applicable laws;

d) Ensure the authenticity of the employment contract which shall provide among others, the rights and obligations of the employer and workers and the minimum terms and conditions of employment;

e) Ensure the implementation and enforcement of the employment contract between the employer and the workers;

f) Ensure that workers are permitted to travel home to visit families every two years. Travel costs will be borne by Employer;

g) Grant permission to change the employer if the first employer could not provide works as per their contract or if the company is closed with various reasons, in accordance with applicable legislation;

h) Ensure the respectful and decent treatment of workers by the employer in virtue of its legal and administrative Jordanian provisions regardless of their personal and professional background;

i) Ensure the equal and fair treatment to Nepali workers in terms of the provisions, calculation of overtime, working conditions, and access to judicial authorities and such treatment shall be no less favorable than those applicable to local or other foreign workers;

j) Adopt effective measures, with due regard for the special characteristics of the female workers, to ensure their occupational health and safety;

k) Ensure the fair terms of employment, decent working conditions, and decent living conditions that respect their privacy;

l) Ensure the safety, security and welfare of the workers;

m) Take the necessary legal and administrative measures for the protection of Nepali workers from all kinds of harassment, abuse, forced work and exploitation;

n) Control illegal trafficking of Nepali migrant worker from Jordan to third country.

**Article 5: Responsibilities of the Second Party**

The Second Party shall:
a) Take necessary measures to provide workers demanded by the First Party according to required employment description;

b) Ensure that prospective workers have/bear no criminal records;

c) Ensure that prospective workers have received appropriate orientation on the Jordanian culture, custom and tradition as well as nature of terms and contracts;

d) Ensure workers are fully aware of the terms and conditions of their contract prior to departure and that employment contracts do not conflict with laws of parties;

e) Ensure that workers have fulfilled the health requirements through medical examinations from government approved medical centers licensed by the competent authority of Nepal and approved by the Jordanian Ministry of Health;

f) Ensure that workers have not been charged any fees by recruitment agencies in Nepal beyond those stipulated by the Government of Nepal;

g) Ensure necessary support and referral mechanisms for its citizens in the host country in case of grievances or extraordinary situations;

h) Ensure labour recruiters operate in a responsible way within the law, and are subject to control and supervision by government authorities.

**Article 6: Terms and conditions of Employment**

1. The Parties recognize that the workers shall be employed in accordance with the terms and conditions of employment as provided under the relevant laws, relating to labour in both countries.

2. The terms and conditions of employment including wages, allowances, other benefits and hours of works etc. shall be governed by the Employment Contract signed between the Employer and the Worker and duly authenticated by the competent authorities of the Parties.

3. The Parties shall take appropriate measures for the protection and welfare of the workers and employers as per the Jordanian Laws and Regulations.
4. The Parties shall take appropriate action against the employer, recruitment agent and workers if the provisions of this agreement are not complied with.

### Article 7: Supervision of living and working condition

1. Provisions should be made for the supervision by the competent authority or authorized bodies of the GoJ of the living and working conditions, including hygienic conditions, to which the migrants are subjected.

2. The officials of the diplomatic mission accredited to the Hashemite Kingdom of Jordan by the GON shall be authorized and allowed to visit the workplace and the living quarters of the worker, after taking the necessary approval in line with the laws and legislation in force. In the case of domestic workers, the Ministry of Labour of Jordan will require the domestic worker to come to the Ministry in the presence of representatives of the diplomatic mission of Nepal in Jordan or diplomatic mission accredited to the Hashemite Kingdom of Jordan, at the request of the worker.

### Article 8: Employment Contract

1. The multi-language (English, Arabic, and Nepali) standard employment contract mutually accepted by both parties is attached with this agreement in Annex I. The employment contract in Annex II shall be used for domestic service workers.

2. The employer or his/her authorized representative shall sign the employment contract in accordance with the provisions of the standard employment contract. The contract shall be authorized by a) the Ministry of Labour of Jordan and the Nepali diplomatic mission and transferred to b) the Ministry of Labour and Employment of Nepal before the worker signs the employment contract. The worker shall sign the original employment contract signed by the employer before departure from Nepal.

3. For domestic workers, the employment contract should also be signed by the recruitment agencies in Jordan and Nepal.

4. In case of recruitment through agencies, the agencies shall ensure the full comprehension including free, prior and informed consent, and the signature of the contract by the worker.
5. The contract signed by the employer and the worker shall then be submitted to the Jordanian authorities as a prerequisite for obtaining the visa and the primary approval for work in Jordan.

6. The employment contract shall be legally binding on both the Employer and the Worker and its compliance shall be monitored by the joint committee formed under article 18 of this Agreement.

Article 9: Training and Orientation

1. Workers selected for employment in Jordan shall receive basic training in Nepal regarding, in Jordan. Training shall be provided by an authorized institution in the Nepal, under the supervision of the Ministry of Labor of Nepal.

2. The Nepali workers will be provided with additional training and orientation after arrival in the destination country including briefing on national labour laws and other laws related to migrant workers, cultural and religious practices, genera introduction to the workplace, working and living conditions, and training on occupational safety and health before starting their work in Jordan.

Article 10: Recruitment process

1. The Parties shall adopt necessary legal measures to assure a smooth, fair, transparent and legal recruitment process.

2. The Second Party shall ensure that the workers selected for employment in the Hashemite Kingdom of Jordan satisfy the following conditions prior to their entry into Jordan:
   
   a. Not less than 18 years of age and not more than 50 years of age; For domestic workers, the minimum age shall be 24 years of age and not more than 45.

   b. Possess the requisite qualifications and skills required by the occupation/job;

   c. Complete orientation of Jordanian labour and other applicable laws, culture, religion and social practices;

   d. Completed required medical examinations and obtained a certificate of good health as agreed by the Parties; and
e. Undergo a fair and transparent recruitment process, including an assurance that migrant workers shall not be charged any fees or costs by recruitment agencies facilitating their recruitment above those stipulated by relevant laws.

3. The Employer shall pay the cost of visa fee, return air-ticket, home-leave every two years.

4. The recruitment agencies of Nepal and Jordan shall follow the laws and regulations of their respective country.

Article 11: Period of Employment

1. The workers employed under this agreement shall work in the Hashemite Kingdom of Jordan for a specified period of time as specified in the employment contract.

2. The workers may be allowed to continue to work in Jordan after the expiry of the period through the renewal of the employment contract or entering into a new employment contract with the same or another Employer, subject to the approval of the relevant authority in the Hashemite Kingdom of Jordan.

3. The employer shall facilitate the exit permit from GOJ if the workers want to return to his/her country upon completion of the contract.

Article 12: Salary and Remittance

1. The salary of the worker will be according to the employment contract. The Employer shall facilitate opening a bank account under the name of the worker to deposit his/her monthly salary and provide the deposit voucher to the worker and a copy to the relevant labour inspectorate and the Nepali diplomatic mission, if requested.

2. Every worker shall be facilitated to remit his/her earnings (salary, savings, and bonuses) to Nepal in any currency recognized by the GOJ, in accordance with Jordanian laws and regulations.

Article 13: Insurance

1. The Government of the Hashemite Kingdom of Jordan will ensure that the employer provides life and disability insurance to the worker during their employment contract as
per the laws of the Hashemite Kingdom of Jordan. Employer shall provide all necessary medical care to all workers as and when necessary.

2. The Ministry of Labour of the Government of Jordan shall monitor the implementation of this provision.

**Article 14: Equality of Treatment**

1. The competent authority of GOJ shall grant to Nepali migrant workers with respect to employment in which they are eligible to engage treatment no less favorable than that applicable to its own nationals in virtue of the provisions of the Jordanian Labour Law.

2. Such equality of treatment shall apply under the Jordanian Labor Law, without discrimination in respect of nationality, race, religion or sex, to Nepali workers lawfully within the territory of the Hashemite Kingdom of Jordan, in accordance with the applicable Jordanian laws and regulations in respect of the following matters:
   
   a. Respect and promote rights, dignity and religious belief;
   
   b. Provide decent working conditions including proper clothing, clean place/habitation and healthy work environment;
   
   c. Remuneration, including hours of work, weekly rest days, overtime payments, holidays with pay and other regulations concerning employment;
   
   d. Admission to training institution for vocational and technical training;

**Article 15: Protection of Female Workers**

1. Employers should ensure proper arrangements to address specific vulnerabilities of female workers and their protection against any violence, threats and physical and/or sexual abuse.

2. The female worker shall not be subjected to conditions of forced labour, unlawful holding of passports, restriction of movement and communication with their families and the embassy/consulate.

3. GOJ shall provide appropriate mechanisms to seek justice for any violence against female workers in accordance with the Laws.

4. GON shall develop and establish viable support services for its citizens.
5. Employer shall provide appropriate privacy to female workers including separate room.

6. Employer shall provide all necessary medical care to female workers in case of any health related issues.

**Article 16: Repatriation of Deceased Workers**

1. In case of death of the workers, the insurance company shall be responsible to facilitate and bear the cost for ascertaining the cause of death, i.e. post mortem, and upon the request of the families the body of deceased worker shall be repatriated to Nepal as soon as possible.

2. All the financial/insurance/compensation benefits provided by the employer to the legal heir of deceased worker shall be released, in accordance with Jordanian laws and regulations.

3. The first party shall facilitate the process of dead body repatriation including release of benefits.

**Article 17: Workers Dispute Settlement**

1. In case of dispute between a migrant and his/her employer, the complaints shall be filed to the Ministry of Labour, or to the governmental body concerned which will inform the Nepali Diplomatic mission in Jordan.

2. In case if the dispute is not resolved by the assigned authorities at the initial step, the migrant worker shall have access to the appropriate and effective remedies, such as access to courts, legal advice and compensation, in accordance with the laws and regulations of the Hashemite Kingdom of Jordan.

3. The First party shall facilitate the expeditious settlement of workers contract violation cases in accordance with applicable legislation.

**Article 18: Joint Committee**

1. A Joint Committee, constituting at the Joint Secretary level comprising of three representatives from each side shall be established within three months of entry into force of this agreement to perform the following:
a. Periodic review, assessment and the monitoring of the implementation of the provisions of this Agreement; and

b. Make necessary recommendations to resolve dispute arising from the implementation of the provision of this Agreement or amendments to this Agreement, as may be necessary.

2. The parties shall organize the consultative meetings in Nepal and the Hashemite Kingdom of Jordan alternately on a date and place mutually agreed by the both parties. The committee shall conduct a meeting annually, or earlier if needed, to solve the problem if any, arising while implementing this Agreement.

3. Each Party shall designate a national contact point for labour matters to facilitate communication between the Parties. The Parties may exchange information and coordinate activities between meetings using email, video conferencing or other means of communication.

**Article 19: Validity and duration**

1. Both parties shall notify each other of the completion of the constitutional procedures required for the Agreement to enter into force. This agreement shall enter into force after (7) days from receiving the second notification through diplomatic channels.

2. This Agreement shall be valid for four years. It will be automatically renewed for the same or similar periods unless either parties by a written notification through diplomatic channels expresses its intention for termination. Either party may terminate the agreement at any time by notification in writing through diplomatic channels to the other party. This agreement shall cease to be in force (90) days after such a notification has been received by the other party through diplomatic channels.

**Article 20: Revision and amendment provision**

1. Any amendment, revision or modification to any provision of this Agreement shall be done by mutual consent and shall take effect on the date agreed upon by the Parties.

2. Any revision, modification or amendment accepted by the parties shall be produced in the writing and shall form part of this Agreement.

3. Any dispute arising out of the interpretation and/or implementation of this Agreement shall be settled by both parties amicably through diplomatic channels.
In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Amman on the 18th day of Oct 2017 in two originals in Arabic, Nepali and English languages, each text being equally authentic. In case of divergence in interpretation and implementation, the English text shall prevail.

..........................................................  ..........................................................
Minister for Labour and Employment  Minister for Labour


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ANNEX - I


First Party:
The Employer: ...................................................................................................................
Represented by Mr. / Ms: .................................................................................................
Address: ..........................................................................................................................
Telephone No.: ...............................................................................................................
Under this contract, the two parties agreed that the Second Party (hereinafter referred to as the "employer") under the supervision and management of the First Party in return for a certain wage in accordance with the following terms and conditions:

[Details of terms and conditions not visible in the image]
1. The Employment Contract:
The employment contract shall be drafted in Arabic and in any other language that the worker understands and shall be in three original copies signed by the employer and the worker. Both parties shall maintain an original copy and the third copy shall be submitted to the Ministry of Labor for the purpose of issuing the work permit.

2. Term of the Contract:
Both parties agreed that the term of this contract shall be _______ taking into consideration that the issuance of work permits according to the procedures followed by the Ministry of Labor. Accordingly, the term of the contract shall commence on the date of worker’s arrival in the Hashemite Kingdom of Jordan (hereinafter referred to as "Jordan"), and the employer shall fulfill the legal requirements for the issuance of residency and work permits.

2. سنوية الدوام:
أما مدة الشهور سنوياً فتبدأ في بتاريخ _______ والعrella بأن يكون معتمد عليه والسنة الاخرى وفقًا للإجراءات المتبعة لدى وزارة العمل. يلتزم العامل بالرجوع إلى المكتب الإداري المركزي في Cortex الرسمية في جميع الأحوال. ويقوم صاحب العمل بإصدار المهلة القانونية من إصدار إذن إقامة وتصريح العمل. 

3. نوع ومكان العمل:
3. Job description and location of Work:

- The worker shall be engaged in the profession of __________ and shall be committed to performing his duties and responsibilities as required by the nature of the work and according to the directions of the employer or his/her representative.

- The workers' workplace shall be at the employer’s enterprise located in the area of __________. The employer has the right to relocate the site of work for the worker to other branches of the enterprise within Jordan provided that the worker shall be informed in writing one week prior to the date of relocation without prejudice to the worker’s financial entitlements and after receiving the approval of the Ministry of Labor.

4. المزايا والفوائد

1. لتزويج صاحب العمل بالكامل سرير التوظيف وترميمات السفر، دون أن يتزوج على العامل، أي مبلغ أو مصرف بالبضائع.

2. على صاحب العمل:

   - أن يتم التزويج اللازمة لاستقبال العامل في مكان وصوله إلى الأردن، ونظرة من مكان الوصول إلى مكان عمل
   - أن يتم التزويج، ما عدا إذا تم الاتفاق على علاقة العمل مع مراجعات الأفكار 5/3 من هذا العقد.
   - إذا أظهرت العلاقة العلاقة العمل بصورة غير مشروعة قبل انتهاء مدة العقد، لا يتم التزويج بالتسوية كامل تكاليف تكاليف السفر الجوي من الأردن إلى بلد العمل. وفي هذه الحالة، يقوم صاحب العمل بتغطية نسبة من تكاليف تكاليف السفر الجوي من الأردن إلى بلد العمل.
4. Employment and Travel Arrangements:

a. The employer shall be responsible for completing the employment process including the worker’s travel arrangements. The Worker shall not be subject to any charges or fees except for the official fees due in his/her home country. In his turn, the worker shall confirm his full awareness that he/she is not obliged to pay any fees to any party other than the official fees in his/her home country.

b. The employer shall:

1. Make all necessary arrangements for the proper reception and transportation of the worker from the point of his/her arrival in Jordan, to the place of his/her workplace free of any charges.

2. Provide the worker with a free air-ticket from his/her home country to Jordan upon employment, and with a free return air-ticket to his/her home country, either at the end of the contract or at the termination of the employment relationship subject to paragraph 5/B/3 of this contract.

3. If the worker terminates the employment relationship illegally before completing the full term of contract, the employer shall not be obliged to cover the full cost of the return air-ticket from Jordan to the worker’s home country. In which case, the employer shall cover a proportion of the cost of the return air-ticket proportional to the actual employment term the worker completed out of the full term of the employment contract.

X. रोजगार व यातायात अवस्थापन:

1. रोजगारदाताले कामदारको रोजगार प्रक्रिया साथै आगमन व्यवस्थापन गर्नु पर्दछ। कामदारलाई उसको/उनको देशमा रहेको आपराधिक शुल्क वाढदृष्ट अन्य शुल्क लगाउन पाइँन सक्छौं। कामदारले उसको/उनको देशमा कुनै पार्टीलाई कुनै पनि किसिमको शुल्क बिन रहेको कारणा कामदार पूर्ण रूपमा जातायात भएको युक्तमा गर्नु पर्दछ।

2. रोजगारदाताले:

1. कामदारको जोर्डनमा आगमन पछि उसको/उनको काम गर्न स्थान सम्मको सबै प्रकारको यातायात र अन्य व्यवस्थापन कुनै शुल्क नैराईकृत गर्नुहोस्।

2. कामदारलाई उसको/उनको देशबाट जोर्डनमा आउने र काम सकिएको वा यो संस्थाको अनुच्छेद ५/६/३ मा रहेका रोजगार सम्बन्ध टुपट्याँ घर फिर्ताँ हुने हवाई टिकट तिनुभएका उपलब्ध गराउनेछ।

3. यदि कामदारले रोजगार सम्बन्ध संस्थाको पूरा नहुँदै गरेका कामनुसार रूपमा तोहेमा रोजगारदाताले जोर्डनबाट कामदारको देश सम्म फिक्ने टिकटको पूरा खर्च वेदी गर्नु बाध्य हुनेछ। त्यस अवस्थामा कामदारले पूरा संस्थाको अवधिको जति हिस्सा काम गरे त्यस्तिहि हिस्सा बराबर फिकिने टिकटको खर्च बेदी गर्नेछ।

5. الأجر وساعات العمل / الالتزامات صاحب العمل

يقوم صاحب العمل، مقابل الخدمات التي يؤديها العامل، بتقديم الالتزامات والالتزامات التالية:

1. الأجر النقدي: يدفع للعامل آجراً شهرياً وقدره _______ ديناراً أردنية مع مراعاة شروط الاتفاقات الجماعية لقطاع صناعة الغزل والنسيج والإبل، بما في ذلك الأحكام الخاصة بالزيادات السنوية والحوافز المنسوبة عليها في هذه الاتفاقات، ويكون الأجر خاصاً لإقطاعات الضربية والتأمينات الاجتماعية المقررة وأية إقطاعات أخرى يتم الاتفاق عليها وفقًا للقانون.

2. الأجر العيني: على صاحب العمل أن يوفر للعامل الطعام والإقامة على النحو التالي:
5. Wage and working hours / employer obligations:
In return for his/her services, the employer shall provide the worker with the following commitments and benefits:

a. Wage: The worker shall be paid a monthly wage of ______ Jordanian Dinar (JD) subject to the terms of the Collective Agreements of concerned trade union, including the provisions related to annual increases and incentives provided for in those agreements and subject to tax and social security deductions and any other deductions agreed upon in accordance with law.

b. In-kind Remuneration: The employer shall provide the worker with food and accommodation as follows:
   1. Three meals a day of reasonable quantity and quality providing adequate nutrition.
   2. Free transportation to and from the worker’s place of residence to the work site provided that the place of residence is one kilometer away or more from the factory premises, subject to the terms of the Collective Agreements of concerned trade union.
   3. Shared accommodation for the worker according to the relevant legislation governing workers’ accommodation standards in Jordan.
   4. In-kind compensation shall be estimated according to the terms of the Collective Agreements’ on the attainment of equality in the payment and calculation of wages (No. 47/2014 deposited with the Ministry of Labor on 09/11/2014).

c. Working hours: The normal working hours shall be 8 hours per day or 48 working hours per week excluding time allocated for meals and breaks.

d. Payment: The worker’s wage and any overtime payments shall be paid on a monthly basis within the first 7 days from due date, either in cash or by electronic bank transfer.
6. Overtime and Bonuses:

a. Overtime (if any) is voluntary. If the worker agrees to work overtime, such overtime shall be calculated as follows:

1. If the worker works overtime on normal weekdays after completion of required daily or weekly working hours, he/she shall be compensated at a minimum rate of 125% of the regular wage.

2. If the worker works on weekends or religious and official holidays, he/she shall be compensated at a minimum rate of 150% of the regular wage.

b. Incentives

1. The worker shall be informed of the amount of attendance and production bonuses and the payment mechanism for these bonuses.

2. The value of bonuses shall be clearly indicated in the worker’s monthly pay slip.
6. অতিরিক্ত সময় (অর্থনৈতিক) তথা বোনস

ক. অতিরিক্ত সময় (যদি ভাষা) কাম গর্তে অঞ্চল হয়। যদি কামদার অতিরিক্ত সময় কাম গর্তে সহযোগ ভাষা অতিরিক্ত সময় দেখায় ব্যবসায় সময়গণ গণনা প্রচলন।

1. যদি কামদারের সামান্য দিনের দৈনিক বা সামান্য সময় তোলকুলের কাজে অতিরিক্ত সময়কাল কামগারকে ছাড়া উন্নাই/উন্নয়ন নিবিদ্ধতা তথ্যকো সুনিত হয় ২৫% করে দেয়া শুক্লায় দিনে।

2. যদি কামদারের সামান্য অন্তর্নিহিত বিরোধ দিন অথবা আধীন বা কাজ করার দিনে অতিরিক্ত সময়কাল কামগারকে ছাড়া উন্নাই /উন্নয়ন নিবিদ্ধতা তথ্যকো সুনিত ২৫% করে দেয়া শুক্লায় দিনে।

খ. প্রোমোপাশ:

1. কামদারলাই উপস্থিতি র উপর আপন পানে বোনস র তা বোনস পানে সম্ভাবনা বারেমা সুনি গর্তে পাধী।

2. বোনসকো মূল্যকো বারেমা মাসিক তথ্যকো বিশ্বাসনা স্যাটক্স উন্নয়ন গরিছ।

7. Khasif the wage and overtime regulations: It is the responsibility of the employer to provide the worker with a detailed monthly financial statement including the worker's name, wage, allowances, any increases, and any other benefits and deductions by law as well as the total number of overtime hours he/she worked and the corresponding compensation amount related thereto.

৭. জ্যালা র অতিরিক্ত সময় (অর্থনৈতিক) পানা: রোজগারগতো কামদারলাই মাসিক স্থানা আর্থিক পানা জসমা কামদারের নাম, জ্যালা, মে, কুই বিশ্বাসরী র অন্য লাভ সার্থক কাজে অত্যন্ত অর্থরীকরণ কুই শুল। র অর্থনৈতিক কামগারক ঘরা র স্থানে অতিরিক্ত সমাবেশ হনে।

8. জ্যালা

8. Leaves:

8. Wage and overtime sheet: The employer shall provide the worker with a detailed monthly financial statement including the worker's name, wage, allowances, any increases, and any other benefits and deductions by law as well as the total number of overtime hours he/she worked and the corresponding compensation amount related thereto.

8. জ্যালা র অতিরিক্ত সময় (অর্থনৈতিক) পানা: রোজগারগতো কামদারলাই মাসিক স্থানা আর্থিক পানা জসমা কামদারের নাম, জ্যালা, মে, কুই বিশ্বাসরী র অন্য লাভ সার্থক কাজে অত্যন্ত অর্থরীকরণ কুই শুল। র অর্থনৈতিক কামগারক ঘরা র স্থানে অতিরিক্ত সমাবেশ হনে।

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8. Wage and overtime sheet: The employer shall provide the worker with a detailed monthly financial statement including the worker's name, wage, allowances, any increases, and any other benefits and deductions by law as well as the total number of overtime hours he/she worked and the corresponding compensation amount related thereto.

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8. জ্যালা

8. Leaves:
1. Annual leave: The worker shall be entitled to a 14 days fully paid annual leave per each year of service. The annual leave will be increased to 21 days per year if the worker remains in service with the employer for more than five (5) consecutive years. Weekends, religious and official holidays are not considered annual leave. The worker shall be paid for unused annual leave, if any, not later than the date of completion of two years of service calculated on the basis of the most recent monthly wage he/she received.

2. Sick leave: The worker shall be entitled to a 14 days fully paid sick leave per year supported by a medical report issued by a doctor approved by the employer. The sick leave may be renewed for 14 fully paid days during the same year if the worker is an inpatient in a hospital or with the support of a medical report issued by an approved medical committee.

3. Weekend: The worker shall be entitled to one fully paid weekly rest day which is Friday, unless the nature of work requires otherwise.

9. Social Security:
The provisions of the Social Security Law, its amendments, and the regulations and instructions promulgated there under shall be applied with regard to contributions, entitlements and work injuries.

10. The Health Protection:


لا ترتبط تدابير إجراء فحوصات طبية أخرى وذلك الفحوصات الطبية الروتينية وفقًا لتعليمات الفحوصات الطبية للعمال الصادرة طبقاً للقانون العامل الأردني وكذلك النموذج الرسمي الصادر عن وزارة العمل بخصوص هذه الفحوصات.
10. Health Care:
The employer shall:
1. Make arrangements for an initial medical examination as well as routine medical
examinations in accordance with the instructions for the Workers' Medical Examinations
issued in accordance with Jordan Labor Law and the official form issued by the Ministry
of Labor for the purpose of such examinations.
2. Provide the worker with services to diagnose and treat any acute illnesses (illnesses with
an abrupt onset lasting for a short term) free of any charges for the worker including the
cost of medication.

11. Work and Residency Permits and Personal Identification Documents:
The employer shall:
a. Not withhold any of the identification documents of the worker, including the passport and
the residency and work permits.
b. Obtain annual work and residency permits for the worker for the whole duration of
employment relationship free of charges for the worker even in the case of the early
termination of the contract.

12. عفمن التميمي
12. Non-Discrimination:

a. An employer shall not discriminate between a worker and other workers on the basis of race, color, gender, religion or political opinion, nationality or social origin, subject to Article 13/b of this contract.


13. Trade Unions and Collective Bargaining:

a. Any worker who wishes to affiliate a registered Trade Union of their sector in Jordan shall be allowed in accordance with the Jordanian laws.

b. The employer shall:
   1. Respect the worker’s right to freedom of association and collective bargaining as stipulated in the Jordan Labor Law, and its amendment, including the right to join a Trade Union in Jordan without harassment, interference or retaliation.
   2. If the worker is member of a Trade Union of their sector in Jordan, the employer shall provide the Union with the name of the worker and his/her passport number in the first month of every year for the whole duration of the employment relationship.
13. Kamadara's kangan (ţeţe yuninna) ra samâruhi ko sooro:ka ji:

K. Kuna pari kama da amfari ko xaraxang samâruhi ko cikin. Ţeţe yuninna ka ayamlu hara ko mukhtar ko sfaa ko xalugin ko samâruhi ko sânu. Ţeţe yuninna kuna pari da kullan da samâruhi ko sânu. "

14. Provision of information to the Worker's Embassy:
The employer shall provide the Embassy of the Worker's country in Jordan with the name of the worker and his/her passport number in the first month of every year for the whole duration of the employment relationship.

15. Disciplinary Measures:
a. The employer may take disciplinary measures against the worker or impose fines on him/her in accordance with the list of penalties approved by the Minister of Labor or whom the Minister delegates.

b. The employer shall inform the worker of the conditions set out in the rules of procedure of the factory approved by the Minister of Labor or whom the Minister delegates.
16. Confidentiality:
The worker shall undertake not to disclose any confidential commercial, financial or technical information related to the employer's enterprise for any reason during the employment relationship or after its termination. The employer shall have the right to terminate the employment of the worker if the worker discloses such information and may seek compensation from the worker for losses arising from such disclosure. Confidential information includes all non-public information related to the commercial, financial or technical aspects of the employer's business, which might be used by the employer's competitors, if disclosed.

17. عقد العمل

إنهاء عقد العمل

1. ينهي عقد العمل في أي من الحالات التالية:
   1. إذا اتفق كلا الشركاء معاً على إنهاء عقد العمل.
   2. إذا انتهت مدة عقد العمل أو أنهى العمل نفسه.
   3. إذا توفي العامل أو ألغمه مرض أو عجز عن العمل وثبت ذلك بتقرير طبي صادر عن المرجع الطبى.
   4. إذا بلغ العامل سن تقاعد الشيخوخة المنصوص عليه في قانون الضمان الاجتماعي الأردني إلا إذا اتفق الفرقاء على استمرار

عقد العمل.

ب. إذا أنهى صاحب العقد العامل قبل انتهاء مدة أو أنهى العامل عقد العمل لأحد الأسباب المبينة بالحالة 29 من قانون العمل

الأردني يحتفظ بالعقود جميع الحقوق والمستحقات المحددة بالعقد، بما في ذلك الأجر والمنافع والبالغ الأخرى المستحقة للعامل

بموافقة القانون لفي مدة المدة بشرط أن يكون العقد قد تم إنهاؤه وفقاً للحالة 28 من قانون العمل الأردني.
17. Termination of the Employment Contract:

a. The employment contract shall be terminated in any of the following cases:
   1. If both parties mutually agree to terminate the employment relationship.
   2. If the contract term of employment has expired, or the work itself has ended.
   3. If the worker dies or is incapacitated by illness, disability or injury that prevents him/her from performing his/her duties as proven by a medical report issued by a medical authority.
   4. If the worker’s age exceeds the retirement age stipulated in Jordan Social Security Law unless the two parties mutually agree to continue the employment relationship.

b. If the employer terminates the employment contract before its expiry, or the worker terminates the employment contract for one of the reasons set out in Article 29 of Jordan Labor Law, the worker shall be entitled to all rights and dues mentioned in the contract, including wage, benefits and other amounts due to the worker according to the law for the remainder of the contract term provided that the contract has not been terminated in accordance with Article 28 of Jordan Labor Law.

c. If the worker terminates the employment contract in circumstances other than those stated in Article 29 of Jordan Labor Law, the employer may seek compensation for losses or damages suffered as a result of terminating the contract, the value of which shall be determined by a competent court given that the compensation shall not exceed half of the total value of the worker’s wages for the remainder of the contract term.

१७. रोजगार संबंधीको समासी:

क. तलका कुनै पति अवस्थामा रोजगार संबंधीको समासी हुनेछ:
   १. यदि दुई पक्ष रोजगार समस्त समासी गर्न राजी भएका?
   २. यदि संबंधी अवकधिक संकेत भएका भनेर नै संकेत भएका?
   ३. यदि कामदारले भूल भएका भनेर उल्लेख गर्ने काम गर्ने रेखा किमिको अवकाश या चौड थुगाप्रद बनेर भएका जसले गर्दा उसलाई उल्लेख गर्न नसके स्थिति आएका तर यो चिकित्सक प्रतितिदिन सानी गर्ने निम्नलिखित रिपोर्टले प्रमाणित गर्नु पर्दछ?

४. यदि दुई पक्षले रोजगार समस्त अवकधिक बढाउने सहजमा नभएको अवस्थामा जोडियहाँ सामान्तका मुख्य र निधिरण गर्ने उनले नाथा भएका?

ख. यदि कामदारले रोजगार संबंधी अवकधिक अगाइ संबंधी तोडेका जोडियहाँ भन्नुको खान्द २६ मा उल्लेख भएका बुझे कारण रोजगार संबंधी तोडेका, कामदारले संबंधीता भेने सबै अधिकार पाउनेछ जसमा ज्याँले, नभएको अनुमान संबंधी बैरी खान्दको कान्त अनुसार अनिवार्य तर त्यसको लागि जोडियहाँ भन्नुको खान्द २८ अनुपात भन्नुको तोडियहाँको हुन्छ।

ग. जोडियहाँ भन्नुको खान्द २६ मा उल्लेख भएका बाही अन्य अवस्थामा कामदारले रोजगार संबंधी तोडेका रोजगारदाताले संबंधी तोडियहाँ कारण भएको घाटा तर नोक्सानीको लागि सक्षम अदालतमा तोजेको
18. Termination Settlement:
Upon the termination of the contractual relationship, the worker shall be entitled to an immediate settlement of all outstanding payments due to him/her, including wages and overtime payments, which should be paid within seven days from the date of the worker’s last day of employment. The employer shall provide the worker with accommodation and meals until the worker's travel procedures are completed.

19. Death:
The employer and the worker agree that in the event of the death of the worker during the term of employment:

a. The employer shall notify the embassy of the Worker’s home country within (24) hours and cover costs of transporting the body to his/her home country.

b. The employer shall pay all outstanding dues owed to the worker to his/her legal heirs or to any authorized person with an official power of attorney certified by the government of the worker’s home country and shall inform the embassy of the worker’s home country of such payments.

19. मृत्यु:
कामको दौरानमा कामदारको मृत्यु भएका र रोजगारदाताले कामदारको निम्नलिखित गर्दछन्:
ब. रोजगारदाताले कामदारको देशको राजनैतिक धर्म हो (२४) घण्टा भित्र जानकृति गराउनु पर्दछ र उसको/उनको देशमा मृत्यु भरी गर्न सबै खर्च वेहानौ पर्दछ।
20. Dispute Settlement:
a. All dispute settlement measures should be compatible with Jordan Labor Law and with the Collective Agreements of the concerned trade union.
b. The courts of the Hashemite Kingdom of Jordan shall have exclusive jurisdiction to solve any dispute arising from or in connection to the application, interpretation or execution of this contract. Hence, all cases related thereto shall be filed before the competent courts located at the workplace.

21. The Decision

The employer and the employee agree that in case of dispute, both parties shall refer to this agreement for a resolution. If a decision cannot be reached, the decision of the competent court shall be final and binding.
21. Acknowledgment:
The employer and the worker hereby acknowledge that they fully understand the provisions of this contract. Both parties have signed and retained a copy of this contract.

Signature of the Employer

Date __/__/____ (day, month, year)

Signature of the Worker

Date __/__/____ (day / month / year)

21. मद्दती:
रोजगारदाता र कामदारले यस संजीताको सबै व्यवस्था राख्नेसिंग बुझेको मद्दती गर्दै। दुवै पक्षले यस संजीतामा हस्ताक्षर गरेको एक एक प्रति राख्नेको।

रोजगारदाताको हस्ताक्षर

मिति__/__/____ (दिन / महिना / वर्ष)

कामदारको हस्ताक्षर

मिति__/__/____ (दिन / महिना / वर्ष)
# ANNEX - II

Employment Contract for Nepali Domestic Workers

<table>
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<tr>
<th>प्रारंभमी /Preamble</th>
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| मूल्यांकन/ | |
| मूल्यांकन/ | |

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Name:
Nationality:
Gender:
Identification:
National No:
Occupation:
Work phone:
Home phone/mobile number:
Work Address:
Resident Address (City)
Street:
Marital status
Number of family members

(B) Office of recruitment and Employment of Non-Jordanian Domestic Workers
(जोईन्सीको युवाणिक):

المكتب:
رقم الهاتف:
العنوان:
رقم رخصة وزارة العمل:

एजेन्सीको नाम:
एजेन्सीको ठेगाना:
एजेन्सीको सम्पर्क फोन र मोबाइल नं.:
व्यवसाय अनुमति नं.
Office: 
Phone: 
Address: 
Ministry of Labour License No: 

<table>
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<th>C) Second Party (Employee)</th>
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<tr>
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<tr>
<td><strong>Name and address of next of kin (emergency contact)</strong></td>
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<td><strong>Phone:</strong></td>
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| **D) Nepali registered recruitment agency (नेपाली एजेंसीको विवरण):** |          |

| **المكتب:** |          |
| **رقم الهاتف:** |          |
| **العنوان:** |          |
| **رقم رخصة وزارة العمل والتوظيف في 네팔:** |          |

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<table>
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<tr>
<th><strong>Contract Terms and conditions:</strong></th>
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<tbody>
<tr>
<td>يتكون هذا العقد لمدة سنتين ميلادتين تبدأ اعتبارًا من تاريخ وصول الفريق الثاني إلى المملكة الأردنية الهاشمية والعمر في نهاية العقد والمدة أو مدة عقدية أخرى بموجب الاتفاقية المبرمة بين الفريق الثاني والطرف الأول لتصبح عمل وذلله مدة العقد، ويجسد شهر مدة العقد 3000 ديناراً، كم ستينات عند تجديد العقد يتم زيادة مدة العقد عن 10% من قيمة الأجر.</td>
</tr>
</tbody>
</table>

| **यो कारार नेपाली कामदार जोखिम ब्रेक गरेको मिति.../.../... देखि दुई वर्षको हुनेछ र दुई पहिले अपसी सहभागिताको एक एक भन्दा बढि अधिको लागि नवीकरण गरेको सकिन्छ । कामदारको लागि कारार अवधिमा आवश्यक श्रम तथा आवश्यक अनुमति/स्वीकृति रोजगारदाताले ने उपलब्ध गराउँ शर्तमा कामदारको न्यूनतम तलब अमेरिकी डलर 300/100 (अ.ड. तीन सय रुपया) हुनेछ र प्रत्येक दुई वर्षमा हुने कारार नवीकरणका सौ न्यूनतम तलबका कस्तिमा दश प्रतिशतमा बढि गरिन्छ। |

This contract shall be effective for two year as of the date of the second party’s arrival in The Hashemite Kingdom of Jordan on .../.../..., subject to renewal for one or more contractual terms upon consent of both parties, contingent to obtaining a work and residency permits for the second party throughout the term of the contract, with a minimum monthly salary of US Dollars 300 (Three Hundred Only). Every two years upon renewal of the contract,
The minimum salary will be increased by 10% minimum.

Whereas, the owner of the house (Employer) desires to hire the second party in his house of which address is above mentioned, in the capacity of domestic worker (M/F), and whereas the second party is fully willing to carry on such task, this contact was signed willingly and contently by both parties as per the following conditions:

First: The preamble is an integral part hereof.

Second: This contract has been concluded in quadruplicates written in Arabic, English and the language of the worker. Provided that each party, Ministry of labour, and the Recruitment office shall retain a copy.

Third: The first party shall be hereby obliged of the following:

The preface is an integral part hereof.

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(a) The First Party shall be hereby obliged to cover all the recruitment fees and related costs that might be charged in Nepal and Jordan for recruiting the worker from Nepal.

(b) The first party requires employing the second party in the permanent or temporary place of residence with his/her family, where no other parties other than the first party and his/her family member to order or instruct the workers.

(c): the first party is obliged to retreat the worker with respect, and to provide all the requirements and conditions of the appropriate working environment, as well as providing the works with all essentials necessary such as clothing, hygienic, food and drinks, properly ventilated and illuminated room, comfort and sleeping means, in addition to respecting his/her right of privacy in consistency with the traditions and customs in Jordan.
(d): The first party shall allow the worker to telecommunicate with his/her family twice a month at the expense of the employer. The first party, at his/her own expense, shall allow the worker to carry a mobile phone, but without disturbing the work.

(e): when travelling abroad, the first party shall not force the first party to come along unless with the approval of the same, and upon notification of the worker’s respective embassy.

(f): the first party, at his/her own expense, shall provide the second party with plane tickets for expatriation to Jordan, and repatriation upon the expiration of the worker’s contract period of two years.

(g): allowing the second party freedom of worship, without prejudice to the customs, traditions, and public morals and law of Jordan.

(h): allowing the second party to maintain his/her passport, as well as any other private documents.
(i): the obligation to obtain a life and accident insurance for the worker by an insurer licensed by the concerned official authorities The total amount of the insurance will not be less than 10000 USD. The insurance company/employer shall cover the medical treatment of the second party without deducting from the monthly salary.

(ii): the first party shall be obliged to grant the worker an annual paid leave of (14) days, and maybe postponed to the end of the worker’s service.

(iii): The first party should not impede the worker to move to another employer after the end of the contract.

Fourth: the second party shall be hereby obliged with the following:

Fourth: the second party shall be hereby obliged with the following:
(a): To carry out home works diligently and faithfully.

(b): احترام خصوصیات المنازل الذي يعمل به والمحافظة على ممتلكات صاحب المنزل ومحترقات المنزل.

ख. काम गरिएका घरको गोपनीयता कायम गर्न र मालिक/घरको सामानहरुको संरक्षण गर्न।

(b): to respect the privacy of the home therein working. And to conserve the owner's belongings and contents of the house.

(ج): عدم إفتراض الأسرار التي يطلع عليها.

ग. घर परिवारको कुनै रहस्य/गोपनीयको वारेमा जान भए को गोपनीयता कायम राख्नु पर्ने।

(c): to maintain privacy and confidentially of any secrets be she/he becomes aware of.

(د): تعويض الفريق الأول عن فقدان أو إتلاف أي أموال أو منتجات يمكنها دفعتها في عهد الفريق الثاني وكان ذلك بطُنَّ ناشئ عنه و/أو من خالفته تعليمات صاحب المنزل. ويكون هذا التعويض بما لا يزيد عن أجره 15% في الشهر.

घ. कामदारको लिगरालीमा राखेको रोजगारदाताको कुनै सामानलाई कामदारको गल्लिले वा रोजगारदाताको आदेश/निर्देशनको अवज्ञन तर सामानको ह्वा बिगाडाई भए रोजगारदातालाई कामदारले सोको काल्पनिक दिनु पर्नछ तर त्यस्तो क्षति/पूर्तिको रकम कामदारको पॉई दिनको तलबभाद्रा बढी हुने छैन।

(d): indemnify the first party against any loss or damages to any equipment or belongings in the second party custody, provided that such damage or loss is caused by the worker's error or non-compliance to the owner's instructions, while such compensation shall not exceed five days wage in total.

(ह): في حال هروب الطرف الثاني من مكان العمل قبل إجمال السنين الكاملتين من العقد، فإن الطرف الثاني سيغطي نسبة من تكلفة التأمينة وذكيرة المعدة من الأردن شرطًا أن يكون هذا الهروب مسيبًا فيه الطرف الأول بما في ذلك أي اتناك لأحكام العقد القياسية هذه، ولا ينبغي تغطية هذه التكاليف من قبل الطرف الثاني إذا كانت التكاليف مخططة من قبل أي طرف آخر.

ड. रोजगारदातालाई कामदारलाई भाग्यात बाध्यता पारेको वा रोजगारदाताबाट करारामातै उल्लघन भएको अवस्थामा बाहेक करारामातै पूरू दुई वर्षको अवधि सकिनु अगाउँदै कामदारको कायर स्थान/रोजगारदाताको घरबाट भाग्यामा कामदारले रोजगारदातालाई टिकट र भीमाको लागि लागेको जम्मा शुल्कको चाहिए (२४) महिनाको अनुपातमा सो रोजगारदाताको घरमा काम गरीएको अवधिको हुन आउने रकम घटाई बोकी रकम फिटा गर्नु पर्नछ। तर सो रकम कुनै तेस्रो पक्ष/भेदोले बेवरेमा कामदारले तिरु पर्ने छैन।

(e) If the second party escapes from the workplace before completing the full two years of the contract, the second party shall cover aaportion of the cost of the visa and return air ticket from Jordan provided that this escape has not been compelled by the first party, including any violation
of this standard contract provisions. These costs should not be covered by the second party if the costs are covered by any other party.

The Nepali recruitment agency shall refund the recruitment service fees of paid by the Jordanian recruitment agency, in case the worker leave the workplace within the first six months, without having been victim of violations of any clause of this standard contract.

(f) The second party shall be obligated to respect and comply with all laws and regulations of Jordan, and directives issued by virtue thereof.

Fifth: The parties have agreed that the second party’s working hours shall not exceed 8 hours daily, counting out any food or rest breaks.
Sixth: The parties have agreed that the daily working schedule shall be determined exclusively and solely by the first party, taking into account that sufficient sleeping hours for the second party not be less than eight hours daily.

Seventh: The parties have agreed that the worker shall be given a weekly day off. This day off can be taken outside the workplace. In case the worker was required to work on the determined day off, the first party shall be obliged to make up for such day with another day as may be agreed upon.

Eighth: The parties have agreed that the second party shall be entitled of a fully-waged sick leave for (14) days annually.
Ninth: The second party shall have the right, after exhausting all amicable means by the Ministry of labour and judicial authorities, to terminate the contract in case of the first party’s breach of his/her obligations hereunder, provided that such breach is not caused by the second party, while the first party shall assumes full civil and penal liability of such breach.

Tenth: The recruitment agencies of both countries shall jointly bear the costs, as per their agreement, should the second party appear to have any critical diseases, or to be physically unfit for the job, or in case of female worker to be pregnant. In such case, recruitment agencies shall bear any recruitment costs incurred by the employer, as well as repatriations costs and any fees associated therewith.

Eleventh: This contract may be renewed for a period of another two years with the mutual consent of the DSW and the employer. A copy of the renewed contract shall be submitted to the Nepali Embassy/Consulate by the employer or Jordanian Recruitment Agency.
party shall maintain his/her proprietary copy according to the respective form.

Thirteenth: In the emergence of any dispute between the parties, such dispute shall be settled amicably before labor inspectors, or the committee on settlement of issues related to non-Jordanian domestic workers employment. In case of inability to settle such dispute, then the same shall be referred to judicial authorities.

Fourteenth: The contract was signed on the.............day........ of the............. month of.............corresponding to.............

First party (A)

Recruitment Agency of Jordan
الطرف الثاني (ب)

وكالة التوظيف في نيبال

د的土地/كاملدار

نيلالي ريكروتمنت إجليسي

Second Party (B)

Recruitment Agency of Nepal

الختم الرسمي والتوفيق للسفارة

نيلالي دوانواسكو شهيد/صاغ

Official Seal & Signature of the Embassy