



Human Resources and
Social Development

The Regulatory Frameworks for the Implementing Regulations for Human Resources



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The Regulatory Framework for Amending A Job Title or the Demotion Thereof

The Framework Regulatory Reference:

The Article No. (16) of the Implementing Regulations for Human Resources in the Civil Service which states that:

- A. The jobs are induced in the budget according to the government agency's work force plan and in line with the job classification in the Civil Service.
- B. The government agency may amend the job title of an actual job approved in the administrative formations thereto to another job title for the same



job rank, according to the regulatory framework that includes the controls set by the Ministry of Civil Service in agreement with the Ministry of Finance, and in accordance with the classification of jobs in the civil service.

- C. A government agency may demote the rank of an actual job approved in the administrative formations thereto to a lower level, according to the regulatory framework that includes the controls established by the Ministry of Civil Service in agreement with the Ministry of Finance, and in accordance with the classification of jobs in the civil service.

Article (1):

The amendment of the job title (modification) and the demotion of the posts to the tenth rank or below shall be according to the following controls:

- A. The approval to amend a job title and the demotion thereof shall be made by a decision of the competent minister.
- B. The amendment of title or a demotion thereof should be in accordance with the requirements and actual need of work which cannot be postponed until the date of issuance of the state's general budget.
- C. The priority of amending the job title shall be for what serves the basic activity of the government agency, and the job classification rules, and the tasks and responsibilities of the organizational unit must be considered.
- D. The amendment of the job title must be limited to the jobs in the same career scale, and it is not permissible to change the job title from one salary scale to another.
- E. The job balance must be taken into account in the organizational units of the government agency according to the volume and levels of work, and jobs should not be accumulated in departments or units as an advance against other units.
- F. The proposed job title must be consistent with the tasks and duties of the organizational unit to which it belongs.
- G. The level of the job title proposed to be modified should not exceed the level of the supervisory position of its unit.



- H. The amendment of the title or the demotion thereof must not lead to the abolition of an existing supervisory position in the organizational unit or the creation of a new organizational unit that is not ratified by the approved organizational structure.
- I. The job title of the structural supervisory positions specified in the organizational structure of the government agency should not be modified except in the event of duplication of the presence of a similar job title that performs the same tasks, or the adoption of a new organizational structure that requires this amendment.
 - J. The change of a job title and demotion thereto is limited to vacant jobs according to the automated system of the general position data within the Ministry of Civil Service. The job title of occupied jobs may be modified in the event that there are regulatory and classification requirements or in the event that work needs to do so, provided that the requirements for occupying the position with the proposed title are met by the incumbent and other regulatory rules as mentioned in the Handbook for Jobs Classification in the Civil Service.
 - K. It is required to obtain a written acknowledgment from the incumbent with approval in the event that the job whose title is to be modified is occupied. The amendment of the job title results in the cancellation of an allowance or bonus, or a transfer to another city, or a demotion in the rank (in the event of re-evaluation from distinguished jobs to others).
 - L. The title of the occupied technical or professional jobs should not be amended to an administrative or associate administrative position except in accordance with a medical report approved by the General Medical Authority recommending amending the incumbent's field of work to an administrative work due to his health conditions.
 - M. The job title of the engineering staff must not be amended to other non-engineering jobs.
 - N. It is not permissible to amend the title of non-excluded jobs to excluded jobs or to jobs for which the amendment of the title entails the payment of an allowance, bonus, or any financial advantage by the government agency. This authority is limited to the specialized committee that is composed of



representatives from the Ministry of Finance, the Ministry of Civil Service and the relevant government agency.

Article (2):

All government agencies that amend (modify) their job titles are obligated to the following:

- A. Documenting the incident of changing the job title or the demotion thereof in the Ministry of Civil Service through its electronic systems, in order to update its data.
- B. Submitting an annual report of the job titles that have been modified and demoted within the fiscal year, during the discussion of the state's general budget, with the aim of evaluating the government agencies' exercise of this authority.

Article (3):

The amendment of the jobs title (modification) and the demotion thereof to the eleventh ranks and above shall be made by the competent committee consisting of representatives from the Ministry of Finance, the Ministry of Civil Service and the relevant government agency in accordance with the regulations governing thereto.

Article (4):

The human resource officer in each government agency shall be directly responsible for any procedure that is carried out in violation of these regulations.



The Regulatory Framework for Human Resources Planning

The Framework Legal Reference:

Article No. (22) of the Implementing Regulations for Human Resources in the Civil Service, which states: "The Human Resources Department in the government agency shall conduct a plan for its future needs of human resources necessary to implement its strategy, tasks and roles assigned thereto. It shall be prepared in accordance with the regulatory framework."

Article (1):

The government agency, when preparing a plan for its future needs of human resources necessary to implement its strategy, tasks and roles assigned thereto, must take the following into account:

- A. The plan shall be in line with its strategy.
- B. The plan shall be compatible with its organizational structure.
- C. The plan must be based on accurate data for its employees and vacancies.
- D. The plan should define the levels and tasks of the functional roles entrusted with implementing the strategy within the limits of the approved annual budget.

Article (2):

The government agency prepares the human resources plan as needed, including the following elements:

- A. Analyzing the current situation: through analyzing human resources data that show their current status, positions, qualifications, age groups, genders, evaluation of their performance, jobs they occupy, vacant positions, their job levels, and all functional human resources characteristics.
- B. Analyzing the expected demand: by determining the future need for human resources in the agency in accordance with the objectives and requirements of the agency's strategy for the coming years, taking into account the factors affecting human resources.
- C. Analyzing the expected supply: by identifying the human resources available inside or outside the organization that are compatible with the demand according to the current situation analysis process, in addition to analyzing the variables that occurred to the data.



- D. Gap analysis: by measuring the expected demand compared to the expected supply.
- E. Building a strategy to bridge or reduce the gap: by taking corrective measures to address the difference between demand and supply by following the next methods: (training and development, motivation, qualification, scrounging, attraction).

Article (3):

The Ministry of Civil Service provides the necessary support to the human resources management in the government agency in relation to its human resources plan, whenever the need arises.



The Regulatory Framework for Managing the Job Occupation Process

The Framework Legal Reference:

Article (32) of the Implementing Regulations for Human Resources in the Civil Service which states that « The human resources department in the government agency shall be responsible for declaring and managing the process of jobs occupation by appointment or contracting to perform its tasks in accordance with Articles (93), (94) and (95) of the regulations, and to coordinate and document them in a manner that achieves the principle of merit according to the standards set by the organizational framework »

Article (1):

The government agency, upon its desire to occupy its vacancies, in accordance with Article (32) of the Regulations, shall:

- A. Determining the jobs that the agency wishes to be occupied, ensure that their data are correct, and specify the requirements for occupying them.
- B. Determining the method of occupying the position in accordance with the provisions of Article No. (26) of the Regulations.
- C. Determining the method for selecting the candidate in a manner that achieves the principle of merit in accordance with the criteria, standards, and procedures set by the Ministry of Civil Service or as agreed with the Ministry in their regard.
- D. Announcing jobs on the agency's website, in addition to any other advertising medium it deems appropriate and providing the Ministry of Civil Service with a copy of the advertisement for publication on the ministry's website.
- E. Applying the approved criteria, standards and procedures and their requirements for selecting candidates among the applicants. In the event that the requirements call for the addition of a stage of selection among these candidates, such as conducting an evaluation, a personal interview, or otherwise, the names of the candidates for that stage shall be announced using the same means through which the jobs were announced.
- F. Announcing the names of those who have been selected to occupy the position using the same means through which the jobs were announced.

Article (2):



- A. The job announcement project includes specifying the start and end dates for applying in the advertisement, as well as the number of vacant, their titles, ranks, places, and the qualifications required thereto in accordance with the Job Classification Handbook in the civil service, as well as all the relevant requirements and instructions. The announcement shall be published at least (5) days before the submission date.
- B. The declaration of the names chosen to occupy the position must include the following:
 - 1. Determining the start and end dates for applying to complete the procedures and requirements for occupying the position and the documents required thereto.
 - 2. Mentioning their names, places, qualifications, academic specializations, jobs that they have been chosen to occupy, their ranks and their positions.
- C. The government agency shall issue decisions to occupy jobs for those who have been selected, have completed, and documented the required procedures thereof.

Article (3):

In the event that the selection criteria for occupying the position includes conducting a personal interview, then the competent minister, or whoever he delegates, shall constitute a committee of not less than (3) of the employees within the agency who possess experience or specialization, including the agency's director of human resources. The task of this committee is to conduct personal interviews with the applicants and monitor those present for the personal interview and those who did not, and the result of the personal interview for all those present in the minutes specified thereto and signed by the members of the committee.

Article (4):

The applicant or candidate is excluded if he does not attend during any of the announcement periods and selection stages.



Article (5):

The candidate shall have a period determined by the agency, provided that it shall not be less than (15) days from the date of receiving all the requirements for occupying the position, including the medical examination, to present those requirements to the government agency after being completed. The date of receipt and submission is mentioned by the announcing government agency. Those who did not submit these requirements within the specified period, shall be excluded unless there is a reason for the delay acceptable to the government agency.



The Regulatory Framework for Medical Examination for Health Fitness

The Framework Legal Reference:

Article No. (109) of the Implementing Regulations for Human Resources in the Civil Service which states that:

« A- The approved medical entities undertake the medical examination for the candidate and issue the result of the health fitness examination in accordance with the articles of the regulation and the regulatory framework. Any medical disease that does not prevent the fulfillment of the job requirements shall be recorded in the result of the examination test.

B- In the event that there is a medical case that prevents the performance of the job requirements but is curable, the issuance of the result shall be postponed for a period that the approved medical entity deems necessary for recovery, provided that the postponement period does not exceed (sixty) days from the date of the referral to make the examination. Subsequently, a re-examination shall be made for the issue that caused the postponement. »

Article (1):

A medical examination shall be made on all candidates for the appointment to civil positions, and the medical committees shall perform the following:

A- Checking the health status of each candidate at the time of examination.

B- Issuing a health fitness decision in accordance with the provisions contained in the Executive Regulations for Human Resources in the Civil Service, and within this framework.

C- In the event that there is any medical case that does not prevent the fulfillment of the job requirements, it will be mentioned in the decision. Provided that a note is written that this case does not prevent the candidate from fulfilling the job requirements thereof.

Article (2):

A candidate for appointment to a government position has the right to be medically examined three times.

Article (3):

If the candidate for a position with a special fitness level has exhausted the three rounds of medical examination and has not achieved the degree of health fitness prescribed for that job, he shall not be re-examined if he is



nominated to occupy a position commensurate with the level achieved, and thus, this examination shall be sufficient.



The Regulatory Framework for Performance Management

The Framework Legal Reference:

Article No. (117) of the Implementing Regulations for Human Resources in the Civil Service, which states that: « The government agency measures the performance of its employees in accordance with the regulatory framework issued by the Ministry of Civil Service, which specifies the following regulatory framework:

- A. The basis, standards, and levels of employee performance measurement.
- B. Levels of performance for which the employee is entitled to periodic rewards and bonuses and the controls for granting them.
- C. Grievance procedures against the results of the job performance evaluation, and who is in charge of consider those grievances. »

Article No. (119) of the Implementing Regulations for Human Resources in the Civil Service, which states that: « Performance is evaluated according to an appropriate scale, the number of levels and characteristics of which are determined within the regulatory framework. »

Article No. (120) of the Implementing Regulations for Human Resources in the Civil Service which states that: « The regulatory framework determines the provisions related to evaluating the performance of the employee transferred from their job to another one inside or outside the body, or during the period of training, study, long vacations or secondment. »

Article No. (123) of the Implementing Regulations for Human Resources in the Civil Service which states that: « The employee may complain about the result of the performance evaluation according to the grievance procedures mentioned in the regulatory framework. »

Article (1):

Performance Charter: a form for determining the targets, competencies, relative weight, and target outcomes for each goal to be prepared by the line manager, and the employee shall be informed about that before the approval.

Targets: The desired result that the employee strives to achieve during the performance cycle.

Competencies: The set of knowledge, skills, abilities and behavioral characteristics that enable the employee to perform his work effectively.

Relative Weight: The relative amount that expresses the importance of a target or a competency.

Targeted Outcome: It is the quantification of the performance expected to be achieved during the performance cycle.

Measurement Scale: It is the qualitative or quantitative determination of the unit of measurement for the performance outcome.

General Assessment of Employee's Performance: It is a quantitative value that expresses the total level of employee performance related to targets and competencies at the end of a specified period of the performance cycle and is calculated according to the procedures included in the guidebook prepared by the Ministry of Civil Service.

Performance Cycle: It is the year under the performance evaluation and its end coincides with the end of the state's fiscal year.

Article (2):

- A. The basics of measuring employee performance are competencies and targets.
- B. The criterion for measuring the performance of the employee shall be through the quantitative or the qualitative criterion, and the appropriate criterion shall be chosen according to the nature of the employee's work subject to the performance measurement.
- C. The levels of performance measurement are as follows:

<u>Rating Description</u>	<u>Rating Grade</u>
Excellent	5
Very Good	4
Good	3
Satisfactory	2
Unsatisfactory	1

Article (3):

- A. The government agency shall disburse the periodic bonus according to its established disbursement procedures, unless the Ministry of Civil Service issues controls and procedures that are in contrary thereof.

- B.** The identification of the outstanding employee and his entitlement to the reward is linked to his level of job performance, and the Ministry of Civil Service issues the controls and procedures thereto.

Article (4):

The performance evaluation of the employee displaced from his position to another one, whether his displacement is inside or outside the government agency, shall be by the organizational unit or the government agency to which he is displaced, provided that he has spent a period of not less than three months within that agency. In the event that this period is not achieved, his performance shall be evaluated by the head of the organizational unit or the government agency from which he was displaced.

Article (5):

The employee's job performance evaluation during the training, study or secondment period that exceeds six months during the performance cycle is prepared in light of the reports received by the government agency from the training, study or secondment entity.

Article (6):

The job performance evaluation of the employee during the long vacations of more than six months during the performance cycle, is prepared in light of the employee's work during the period preceding the vacation.

Article (7):

The job performance of the occupants of the (fifteenth and fourteenth) ranks is evaluated according to the considerations of the competent minister in the government agency.

Article (8):

The job performance of the occupants of the (thirteenth ranks and below) is evaluated according to forms prepared by the Ministry of Civil Service.

Article (9):



- A. The employee's line manager determines the targets, the relative weight, and the target outcomes for each target in coordination with the employee in accordance with the performance charter. The performance charter may be amended after the end of the first half of the performance cycle.
- B. The Ministry of Civil Service determines the value of each of the targets and competencies, provided that their sum is (100%).
- C. The targets should not be less than four. For each target, a criterion for its measurement, its relative weight, and the targeted level, shall be determined, provided that the sum of the relative weights of the targets is (100%).
- D. Competencies shall be according to the forms issued by the Ministry of Civil Service for supervisory and non-supervisory jobs. The government agency may, with regard to technical competencies, add other competencies not exceeding (3), in accordance with the needs of each agency. In all cases, the relative weight of each competency shall be determined, provided that the sum of the relative weights of the competencies is (100%).
- E. The line manager prepares the performance charter. The employee shall be informed, and then it shall be approved by the head of the organizational unit. The human resources department shall be provided with the approved copy.
- F. The employee's performance is evaluated according to the performance charter at the end of the performance cycle.

Article (10):

1. The employees are classified and deployed to the levels of performance measurement according to the percentage specified for each performance evaluation description as determined by the Ministry of Civil Service.
2. The minimum number of employees to whom the classification is applied shall be (20) employees. In the event that the minimum limit is not achieved in the same department, the employees of this department are, for this purpose, combined with employees from another department or departments as determined by the Human Resources Department.
3. Each government agency must prepare the elements for the application of the classification, including data, technical programs, training, and other application requirements.

Article (11):

When preparing the employee's job performance evaluation, the line manager must refer to the performance charter, note-taking record, achievement report, performance follow-up record, and any other sources that help to achieve accuracy and objectivity.

Article (12):

The job performance evaluation prepared for the employee after its approval, shall be kept within the Human Resources Department and it shall provide the employee with a copy of it.

Article (13):

The Human Resources Department in the government agency prepares a plan to develop employees with less than (very good) rating to upgrade their performance.

Article (14):

The Human Resources Department informs the employee, in writing, who receives a job performance evaluation with a rating of « Unsatisfactory » in the first time of the need to upgrade his level of performance. If he achieves the same rating in the second year, he shall be informed, in writing, of the need to upgrade his level of performance, otherwise he will be subject to the service termination if he achieves the same rating for the third year. If he achieved the same rating in the third year, his service would be terminated.

Article (15):

A committee of three members shall be formed in the government agency by a decision of the competent minister, and the Director General of the Human Resources Department shall be among them. Its task is to examine grievances related to the agency's performance operations, and its deliberations shall be confidential. The committee must examine and study the grievance presented thereto. The committee may discuss the complaining employee, and the person who prepared and approved the report, provided that the committee submits its recommendations within a period not exceeding one month from



the date of submitting the grievance to the concerned minister to decide thereto, and his decision shall be final.



The Regulatory Framework for Proofing the Sick Leave, Proofing the Work
Injury, and Proofing the Inability to Work



The Framework Legal Reference:

Article No. (141) of the Implementing Regulations for Human Resources in the Civil Service, which states that:

A. The employee is entitled to a sick leave that does not exceed two years in a period of four years of service, as the following order:

1. Six months with full salary.
2. Six months with half the salary.
3. One year with a quarter of the salary.

The beginning of the four years is counted from the date of the beginning of the sick leave.

B. The employee is entitled to a sick leave that does not exceed two years in a period of four years of service if he suffers from one of the serious diseases specified by the medical authority that undertake his treatment. The determination of that period starts from the date of his absence from work, according to the following order:

- 1- One year with full salary.
- 2- Six months with half the salary.
- 3- Six months with a quarter of the salary.

C. If the employee is determined to have a serious disease while having the sick leave according to Paragraph (A) of this Article, then the commencement date shall be amended according to the leave due according to Paragraph (B) of this Article.

- In all cases mentioned in paragraphs (A), (B) and (C) of this article, the proof of sick leave shall be based on a medical report in accordance with the regulatory framework.

D. An employee who suffers an injury or illness that prevents him from performing his work temporarily and the injury or illness is due to the performance of the work, is entitled to a sick leave for a period not exceeding one and a half years with a full salary, and this is determined by a medical report in accordance with the regulatory framework. If the employee does not recover from his injury or illness after the end of the aforementioned period, his situation shall be submitted to the General Medical Authority to decide whether he is unable to work or to extend his sick leave for a period or periods not exceeding a year and a half, and in this case, he will only be entitled for half the salary.

E. If the employee is unable to start his work after the expiry of his sick leave specified in any of the previous paragraphs, the General Medical Authority shall be



notified to determine his health status. In the event that the General Medical Authority does not determine his health incapacity to work, the employee has the right to exhaust his balance of regular or exceptional leaves. However, if the General Medical Authority determines his health incapacity to work or his balance of regular or exceptional leaves is exhausted, his services are terminated due to his health disability.

- Accordingly, the government agency makes the necessary arrangements for the sick employee by granting him regular or exceptional leave - in accordance with the controls specified for those leaves - if there is hope for his recovery or, otherwise, the termination of his service.
- F. An employee who suffers from renal failure or a disease that requires periodic treatment sessions to be determined by the competent health authorities, is entitled to a full-paid sick leave against the days in which he is subjected to dialysis for hemodialysis or to attend periodic treatment sessions for a period not exceeding (sixty) days per year according to a report from the medical authority that carries out his treatment. This leave is not counted as part of the sick leave referred to in Paragraphs (A) and (B) of this Article.
- G. The visits that the employee makes to the medical authorities are included in the sick leave specified in paragraph (A) of this article, according to a report from the medical authority that undertakes his treatment.
- H. The period of clinical occupancy or medical observation in hospitals is counted as part of the sick leave.

Article No. (145) of the Implementing Regulations for Human Resources in the Civil Service which states:

- A. The competence of physicians is determined by the Ministry of Health regarding the need for sick leave that does not exceed (thirty) days.
- B. The consideration of approving the period exceeding (thirty) days shall be made by:
 - 1- General Medical Authority of the Ministry of Health.
 - 2- King Faisal Specialist Hospital for the employees who receive treatment there.
 - 3- Military medical committees for employees of the military sectors.

Article No. (224) of the Implementing Regulations for Human Resources in the Civil Service which states that:



« The employee's service shall be terminated if it is proven that he is permanently and definitively unable to work in accordance with a decision of the General Medical Authority. This shall take place from the date of notifying the agency in which the employer is working of the authority's decision, provided that the date of termination of his service does not exceed (thirty) days from the date of issuance of the authority's decision. The Ministry of Civil Service issues the regulatory framework for proofing a health disability for work. »

Article (1):

If the employee was injured while carrying out his work or felt that he could not undertake his duties due to his illness, then he must submit a request, to his line supervisor in a timely manner, to refer him to the competent medical authority to conduct a medical examination and decide the necessary measures thereto. The referral shall be made according to the form prepared for this purpose. In the event that his health status requires granting him a sick leave, the competent medical authority that carried out the medical examination must issue a report thereof, and send this report to his workplace on the same day on which he was examined or on the second day at most. The employee shall be provided with a notarized copy of that report in order to inform his work organization within a period not exceeding five days from the date of the examination.

Article (2):

In the event that the employee suffers or feels sick and is unable to come, in person for any reason, to his workplace for reporting that disease, he must refer to the competent medical authority to conduct the examination and decide the necessary measures thereto, provided that he informs his line supervisor about that on the day one with the fastest means available thereto. In the event that his health status requires granting him a sick leave, the competent medical authority that carried out the medical examination must issue a report thereof, and send this report to his workplace on the same day on which he was examined or on the second day at most. The employee shall be provided with a notarized copy of that report in order to inform his work organization within a period not exceeding five days from the date of the examination.

Article (3):

In the event that the employee suffers or feels sick while being outside the Kingdom, whether for working in the Kingdom's embassies and offices abroad, or being on an official mission, vacation or holiday, or having any period of absence that is legally permitted, he must visit a competent medical authority to examine him. If his health condition requires granting him a sick leave, he must attach a medical report signed

by a specialized physician and certified by the competent authority in the country in which he is located, and certified by the Saudi embassies abroad. The work authority in which the employee is working must be notified within a period not exceeding fifteen days from the date specified for his commencement. In the event that the report is not submitted within the

specified period, the work authority in which the employee is working may extend the period if it is convinced of the justifications for the delay.

Article (4):

If the case of the employee who works abroad requires his travel to another country for treatment or to perform a surgery, then he must obtain a report stipulating that and signed by two physicians chosen by the agency he works for. The reasons for such status are indicated in this report and their signature is certified by the recognized authority within the country and by the Kingdom's embassies abroad.

Article (5):

The medical authorities competent to grant sick leave after conducting a medical examination are:

- General medical authorities at the Ministry of Health or the equivalent.
- Hospitals and primary health care centers of the Ministry of Health.
- Governmental specialized hospitals.
- Hospitals, private dispensaries, and cluster clinics authorized by the Ministry of Health.
- Hospitals and other medical services affiliated to ministries, government departments, public institutions and bodies, and universities.

Article (6):

The physicians' competence in granting a sick leave shall be as follows:

- A. One day from the date of discontinuation - as maximum - for the physician of the health center, government dispensary, or health unit, certified by the director of the dispensary, health center, or health unit, and it may be extended for an additional day.
- B. Only one day from the date of discontinuation - as maximum - for the physician of the national dispensary, or the national cluster clinics authorized to perform one-day surgeries, certified by the director of the dispensary or clinic, provided that it does not exceed seven days in one year.



- C. Three days from the date of discontinuation - as maximum - for the physician of the hospital or cluster clinics authorized to perform one-day surgeries in the event that a surgery is being performed to the employee, certified by the director of the hospital or clinic, and it may be extended within another three days maximum.
- D. Four days from the date of discontinuation - as maximum - for two physicians, one of whom is a consultant in the hospital, certified by the director of the hospital, and it may be extended within another four days maximum.
- E. Eight days up to thirty days from the date of discontinuation - as maximum - for three physicians, one of whom is a consultant, and certified by the hospital director. In the event that these physicians believe that the patient needs a sick leave of more than thirty days, then they may recommend so, provided that such leave is approved in accordance with paragraph (F) of this article.
- F. The period that exceeds thirty days shall be considered for approval from:
 - 1. General Medical Authority of the Ministry of Health.
 - 2. King Faisal Specialist Hospital for the employees who receive treatment thereto.
 - 3. Military medical committees for the employees of the military sectors.
- G. The period of clinical occupancy or medical observation in hospitals is counted as part of the sick leave.

Article (7):

- A. The authority in which the employee works for, shall refer the medical report issued by the competent medical authority, whether inside or outside the Kingdom, which is required to be presented to the General Medical Authority for approval, within a period not exceeding three days from the date of receiving it.
- B. The authority in which the employee works for, shall provide the General Medical Authority with the employee's personal and job data and the means of communication with the employer and the employee.
- C. The General Medical Authority shall review the medical reports referred to it and report thereon within a period not exceeding ten days from the date of receiving them. In cases where a longer period for reporting is required, the Authority may increase this period by a maximum of five additional days.

Article (8):

In the event that the General Medical Authority is not convinced with the submitted medical report or the period of the sick leave granted to the employee, it must inform

his work authority of this officially. In this case, the employee's work authority may consider the matter of the period during which the employee was absent from work under the pretext of illness and deduce it from his regular leave if he has a balance that allows so. If he does not have a balance, it shall be counted as an exceptional leave, or considering it as an absence for which the employee is not entitled to be paid in case, he exhausts his exceptional leave.

Article (9):

- A- The report for granting sick leave is prepared according to the form approved by the agency issuing the report.
- B- In the event that the employee's work authority is not convinced of the validity or integrity of the report regarding the granting of the sick leave, it must address the agency directly supervising the medical authority from which the report was issued to validate the matter. In the event that the employee's work authority has ascertained that the report is not correct or its containment of what defects its integrity, it may take the necessary legal measures regarding such case.

Article (10):

Any medical report granting sick leave in contravention of the provisions or procedures mentioned in this framework shall not be considered.

Article (11):

The controls for proving that the injury or illness that the employee was exposed to has occurred due to the work as follows:

First: In the event that an employee is injured while performing the assigned work, the following measures will be taken:

- A. The line manager of the injured employee at the government agency where the injury occurred shall prepare an investigation report indicating the circumstances, and he shall state:
 - 1- The employee's data, including his name, rank, and work assignments.
 - 2- Causes of injury, date and time of occurrence.
 - 3- The names of those who witnessed the incident and their statements.
- B. It must be established from the investigation that the injury did not intentionally originate from those who benefit from its occurrence and that it was not caused by a criminal act by him.
- C. The report is drawn up and a copy is submitted to the competent minister, and it is referred to the competent police jurisdiction if necessary, and a copy shall be archived in the file of the injured employee.



Second: In the event of an accident for the employee while going to or from work, the following measures will be taken:

- A. Proof of the accident in this case shall be by submitting a copy of the investigation report conducted by the security authority accompanied by a report from the hospital or the body to which the injured was referred immediately after the accident.
- B. It must be proven through the investigation that the injured was on his way to or from work, or that the injury occurred during the movement of the injured based on instructions from his reference or during his assignment to travel on an official mission.

Article (12):

If the employee's condition indicates his health incapacity to work, then he shall be referred to the General Medical Authority to decide either his partial or permanent and definitive disability, or whatever it deems appropriate thereto.

Article (13):

- A. If the General Medical Authority decides that the employee is partially incapacitated to work from the health aspects, then the extent and spot of disability shall be determined, and he shall be treated according to Article No. (65) of the Implementing Regulations for Human Resources in the Civil Service.
- B. If the General Medical Authority decides that the employee is permanently and definitively unable to work, the government agency in which the employee works shall terminate his service due to his health disability in accordance with Article No. (224) of the Implementing Regulations for Human Resources in the Civil Service.

Article (14):

The procedures for proving the employee's health disability to work shall be as follows:

- A. The General Medical Authority determines the employee's health condition, and whether he has the ability to perform a specific effort while determining the quality of this effort or his inability to do so in the following cases:
 - 1- An employee who is being treated for organic diseases and has exhausted his due sick leave or part thereof while his treatment continues.



- 2- An employee who suffered an injury or illness due to work without making a fault and exhausted his due sick leave or part thereof.
 - 3- An employee who suffers from a mental or nervous disease and has exhausted his due sick and exceptional leave, in addition of having no balance in his regular leave, and has not performed his job duties due to the continuation of his treatment.
- B. The Human Resources Department in the government agency to which the employee belongs shall address the General Medical Authority after the expiry of the due sick leave periods stipulated in Article No. (141) of the Implementing Regulations for Human Resources in the Civil Service, in order to determine the employee's health status.
 - C. The necessity of following up the employee's status by the agency to which he works in the event that he does not return after the end of his sick leave, to check his health condition before issuing a termination decision due to his failure to report for work.

Article (15):

In order to amend the reason for terminating the employee's service from failure to report for work or so, to health disability, the following are required:

- A. In the event that the terminated employee submits a request to amend the reason for termination of service before the lapse of (five years) from his failure to report for work, and that this request includes convincing justifications of the reasons for the delay in submitting the application, and the reasons for not submitting the reports and documents proving his health disability in a timely manner.
- B. In the event that the General Medical Authority issues a report based on firm facts and notarized medical reports issued before or during the employee's failure to report for work, explaining his health condition and status that they are justifying his failure to report for work.



The Regulatory Framework for the National Participation Leave

The Framework Legal Reference:

Article No. (154) of the Implementing Regulations for Human Resources in the Civil Service which states that: « The competent minister may grant the employee a vacation with full salary for national participation in events, sports activities, cultural or social programs inside and outside the Kingdom, or for any other similar reasons not related to the field of the government agency in which the employee works. As well as to participate in relief and civil defense work, provided that this is at the request of the relevant official authorities and in accordance with the regulatory framework. »

Article (1):

The employee is allowed to be absent from his work to participate in sports activities such as championships, competitions and tournaments of all kinds, preparation programs, bilateral sessions, meetings, conferences, festivals, seminars, training courses, and other internal and external activities of various characteristics, names and levels during one year, according to the following:

- A. The occupants of educational positions are allowed to be absent from work - for one year - for days that do not exceed, in total, the following periods:
 - 1- Thirty days maximum within the Kingdom.
 - 2- Sixty days maximum outside the Kingdom.
- B. Physical education teachers and supervisors are allowed to be absent from work - for one year - for days that do not exceed, in total, the following periods:
 - 1- Forty-five days maximum within the Kingdom.
 - 2- Seventy-five days maximum outside the Kingdom.
- C. The rest of the employees are allowed to be absent from work - for one year - for days that do not exceed, in total, the following periods:
 - 1- Sixty days maximum within the Kingdom.
 - 2- Ninety days maximum outside the Kingdom.

Athletics and swimming are excluded from this, as participants are allowed to absent from work for additional days that do not exceed, in total, (30) days beyond the period specified in paragraphs (A / 2), (B / 2) and (C / 2) due to the

large number of preparation programs and competitions for these games, and given the requirements of those games of continuing training and participation to achieve the records.

D. In the event that the Kingdom's national team or any club of the group or individual games in the ranks: (First, Youth, Junior) qualifies for the World Cup, Olympic Games, Asian Games, or Arab Games, participants are allowed to be absent from work for an additional period of time that exceeds the periods specified in paragraphs (A), (B), (C) of this article and not exceeding the following periods:

- 1- A maximum of thirty days in group games.
- 2- A maximum of sixty days in individual games.

These periods are divided into preparation programs inside the Kingdom, and preparation programs and the duration of participation outside the Kingdom.

E. Those registered in the list of "Elite Athletes" are treated according to the following:

- 1- Those registered on the list are subject to intensive internal and external qualification programs, and their assignment periods are not restricted to the training or participation places specified in paragraphs (A) and (C) of this article.
- 2- The list is treated as the qualified teams mentioned in Paragraph (D) of this Article.

Those registered on the list participating in training programs are allowed to be absent from their workplaces for additional days beyond the periods specified in paragraphs (A), (B), (C) and (D) of this article, not exceeding (120) days. Provided that the correspondences related to the request to participate in the programs are issued by the President of the General Authority for Sports or his designee, and that their bodies are provided with reports on the schedule, technical and general performance of each athlete.

Article (2):

The employee is allowed to be absent from work to participate in the internal and external cultural and social activities such as competitions, evenings, bilateral sessions, exhibitions, meetings, cultural conferences, festivals, youth delegations, seminars, training courses, and other internal and external activities, with various characteristics, names and levels, for number of days not exceeding the following, in total,
during one year:

- A. A maximum of thirty days within the Kingdom.
- B. A maximum of sixty days outside the Kingdom.

Article (3):

- A. The concerned government agencies that evaluate the various activities should take into account that these activities take place during the weekly and annual vacations - as much as possible - so that the participants are not affected by their participation.
- B. Government agencies must take into account that the assignment is limited to those who actively and directly participate in the various internal and external activities.
- C. The General Sports Authority and its offices, the Ministry of Culture and the Ministry of Information must address government agencies with a request to allow their employees to participate in various activities in sufficient time before the start of the activity.
- D. Allowing the occupants of educational positions to participate in sports, cultural, social and other activities within limits that do not compromise the interest of students and their studies, according to the estimate of the Ministry of Education and its administrations and as required by the interest.
- E. The concerned and relevant authorities shall take into account that the employee's participation does not affect his employment status, in terms of promotion, due annual bonus and the due vacations to participate in activities.
- F. Correspondence related to the participation request shall be issued by the President of the General Authority for Sports or his delegate, the Minister of Culture or his delegate, and the Minister of Information or his delegate.



Article (4):

The employee is allowed to be absent from work to participate in internal and external relief work or civil defense work for a period not exceeding forty-five days for one year, according to the following:

- A. The approval of both the entity responsible for relief work or civil defense work, and the government agency in which the employee works, for his participation in such works.
- B. The competent minister must issue the relevant administrative decision.
- C. The participation should not result in a breach of the work of the department, section, or branch to which the participating employee belongs, due to the absence of more than one employee in that department or branch.
- D. It is not allowed for the employee to participate in those works that necessitate handing over his custody such as (treasurer) and (warehouse steward), or if it is impossible to provide a substitute thereof.



The Regulatory Framework to Determine the Controls for Disbursing the
Excellence Reward for the Internal Interns

The Framework Legal Reference:

Article No. (253) of the Implementing Regulations for Human Resources in the Civil Service, which states that: « A reward of half a month's salary will be paid to the outstanding students in the internal internships. The regulatory framework sets controls that define who is considered to be superior. »

Article (1):

The employee is deemed to be superior if he successfully completes a training program in one of the internal training bodies approved by the competent authority, so that his rating is not less than (excellent) in the main training subject and the general grade of the program, or to be ranked the first among the trainees if the rating of any of them does not reach (excellent). The rating is considered (excellent) if the grades of the trainee employee's reach (90%) of the total mark assigned thereon, or the first in his group, whether the first was one or more.

Article (2):

The duration of the training program in which the superior is rewarded must not be less than four weeks, including the weekly and official vacations during the program.

Article (3):

The basic salary of the employee upon completing the program is the basis for estimating the bonus, and it does not include the allowances that are paid to the employee.

Article (4):

The employee does not deserve a reward for excellence in language learning programs whenever they are a requirement for scholarships, as well as in programs that qualify for regular enrollment in the main training programs.

Article (5):



The employee is not entitled to the excellence reward if he has previously joined the same training program more than once, unless its courses, level or duration differ.



Human Resources and
Social Development

The Regulatory Framework for Training Abroad, Scholarships
to Study Abroad, and Domestic Study Missions

The Framework Legal Reference:

- Article No. (171) of the Implementing Regulations for Human Resources in the Civil Service, which states that: « The decision for training abroad shall be issued by the competent minister. The decision must include determining the period required for training in accordance with the controls adopted in the regulatory framework. »
- Article No. (172) of the Implementing Regulations for Human Resources in the Civil Service, which states that: « It is not permissible to extend the training period abroad without the approval of the competent minister and in accordance with the controls adopted in the regulatory framework »
- Article No. (179) of the Implementing Regulations for Human Resources in the Civil Service, which states that: « In addition to the controls determined by the regulatory framework, the following conditions are required for scholarships to study outside the Kingdom:
 - A- Obtaining an acceptance letter from one of the recognized universities, institutes or centers from the competent government agency.
 - B- The government agency in which the employee works must have a need for such specialization and compatible with its development and training plans.
 - C- The employee's job performance estimate for the last year should not be less than (Very Good) or equivalent.
 - D- The employee must have spent at least one year in government service, and this condition does not apply to doctors.

The decision to grant a scholarship is issued by the competent minister, and the decision must include specifying the scholarship period. »

Article (1):

The decision to allow the employee to be absent from work to participate in the internal and external cultural and social activity, such as competitions, evenings, bilateral meetings, exhibitions, meetings, cultural conferences, festivals, youth delegations, seminars, training courses and other internal and external activities, with various characteristics, names and levels, shall include days not exceeding - in total - during one year as the following:

- A. Determination of the name, start date, duration and participation fees of the training program.



- 1- A maximum of thirty days within the Kingdom.
- 2- A maximum of sixty days outside the Kingdom.
- B.** Determine the previous and subsequent days necessary for traveling so that it begins during the seven days preceding the start of the training program and ends during the seven days following the date of the program's end, provided that the sum of the days preceding and following the program does not exceed the specified period for the training program, and that those days in all cases are not less than four days.

Article (2):

Training abroad should be for the purpose of training only and does not extend to obtaining an academic degree. The concerned government entities that conduct the various activities must take into account that these activities shall take place during the weekly and annual vacations - as much as possible - so that the participants are not affected by their participation.

Article (3):

- A.** In the event of training abroad in any of the health and medical programs, the government agency shall consider the professional classification criteria of the Saudi Commission for Health Specialties.
- B.** Government agencies must take into account that the assignment is limited to those who actively and directly participate in the various internal and external activities.
- C.** The General Sports Authority and its offices, the Ministry of Culture and the Ministry of Information must address government agencies with a request to allow their employees to participate in various activities in sufficient time before the start of the activity.
- D.** Allowing the occupants of educational positions to participate in sports, cultural, social and other activities within limits that do not compromise the interest of students and their studies, according to the estimate of the Ministry of Education and its administrations and as required by the interest.
- E.** The concerned and relevant authorities shall take into account that the employee's participation does not affect his employment status, in terms of promotion, due annual bonus and the due vacations to participate in activities.



- F. Correspondence related to the participation request shall be issued by the President of the General Authority for Sports or his delegate, the Minister of Culture or his delegate, and the Minister of Information or his delegate.

Article (4):

In the event that the duration of the training program does not exceed one year, the employee who is trained abroad shall be treated in terms of salary, monthly bonus, and allocations according to the provisions of training abroad contained in the executive regulations for human resources in the civil service. Whereas, in the event that the period exceeds one year, he shall be treated in terms of salary, monthly bonus and allocations in accordance with the provisions of scholarships stipulated in the regulations.

Article (5):

The regulations for extending the training period abroad are as follows:

- A. Obtaining an acceptance letter from the training authority specifying the period for the necessary training extension.
- B. The period of training extension should not exceed the period specified by the training decision.
- C. The trainee must satisfactorily meet the training requirements as shown by the training authority.

Article (6):

In the event that the total duration of the extension of the training program and the duration of the original program does not exceed one year, then the extension period shall be treated, in terms of salary, monthly bonus and allocations, according to the provisions of training abroad contained in the executive regulations for human resources in the civil service. Whereas, if the total duration of the extension of the training program and the duration of the original program exceeds one year, the extension period shall be treated, in terms of salary, monthly bonus and allocations, according to the provisions of scholarships stipulated in the regulations.

Article (7):

The government agency, before issuing the scholarship or missioning decision to study abroad, shall observe the following:

- A. The maximum age of the candidate should be (45) years, excluding doctors.
- B. The candidate should not be investigated, blindfolded, or have been subjected to disciplinary penalty within the two years preceding the issuance of the decision.



- C. The candidate's mission or scholarship has not been previously terminated by the government agency as a result of his negligence or default, or due to his poor academic level, or due to breaching his duties as an emissary or delegate to study abroad.
- D. That the candidate for a scholarship to study abroad shall obtain an English language test certificate of no less than two years, with a score of no less than (5) in the (IELTS) test or its equivalent in the TOEFL test. Or passing the fourth level at the Institute of Public Administration, whether by means of a placement test or studying therewith, or that the candidate is satisfactorily familiar with the other foreign language in which the study will be conducted, with the exception of doctors.

Article (8):

- A. The controls for determining the period of study of the foreign language for an emissary to study abroad, shall be according to the following:
 - 1- The duration of the English language study is (six months) and can be extended for the emissary for a maximum of another six months, according to justifications estimated by the government agency.
 - 2- The period of study for other languages (other than English) is one year, and it can be extended for the emissary for a maximum of another six months, according to justifications determined by the government agency, with the exception of doctors, they can be given a further extension of another year as a maximum.
- B. An emissary is not granted a period to study a language if he has obtained his previous degree with the same language, or if he is proficient therein to the extent that enables him to study the specialization for which he was directly emitted.



The Regulatory Framework for the Outstanding Qualification Program



The Framework Legal Reference:

- Article No. (201) of the Implementing Regulations for Human Resources in the Civil Service which states that: « The government agency may choose the outstanding Saudi students among recent graduates, high school or their equivalent, or from a diploma after high school or its equivalent, or from a university degree, to qualify them inside or outside the Kingdom, in the disciplines that the agency targets according to its development and training plans. With the aim of qualifying them from the scientific and practical aspects to achieve the agency's strategic goals, and that is through a program called the Outstanding Qualification Program. »
- Article No. (202) of the Implementing Regulations for Human Resources in the Civil Service which states that: « The human resources department in the government agency is responsible for the announcement and managing, coordinating and documenting, coordinating and documenting the selection process for those included in the program, in accordance with the principle of merit, standards and requirements that are required for candidates for the program that are determined by the regulatory framework. »
- Article No. (204) of the Implementing Regulations for Human Resources in the Civil Service which states that: « The relationship between the government agency and those admitted to the program is regulated according to a form (Qualification Contract) prepared by the Ministry of Civil Service »

Article (1):

To apply for joining the program, the following are required:

- A. The conditions stipulated in Article (28) of the Implementing Regulations for Human Resources in the Civil Service shall be met.
- B. The person should not have been graduated since more than (4) years, until the date specified for the announcement.
- C. He must have obtained the required qualification with a grade of not less than (very good) or equivalent.



- D. If the degree is obtained from outside the Kingdom, it shall be accredited by the competent authority.

Article (2):

The government agency shall submit, to the Ministry of Civil Service, a comprehensive plan for the program that includes the following:

- A. Determining the jobs targeted to be occupied or assigning their tasks to be performed through the program, as well as the appropriate specializations for those jobs, provided that the government agency focuses in identifying those jobs on the most functional areas and businesses it needs.
- B. Determining the theoretical and practical elements of the program and the qualification periods and stages.
- C. Defining standards and criteria for preference and selection of the applicants to join the program.
- D. Determining the elements of evaluation for the individual enrolled in the program.

Article (3):

The Ministry of Civil Service reviews and approves the program's comprehensive plan submitted by the government agency, and the government agency shall abide by the approved.

Article (4):

The government agency shall advertise the program on its website in addition to any other advertising medium it deems appropriate and provide the Ministry of Civil Service with a copy of the advertisement to be published on the Ministry's website.

Article (5):

The government agency shall select the candidates to join the program in accordance with the approved standards and criteria and announce the names of those who have been selected.

Article (6):

The government agency implements the program, follows up on its enrollees, supervises them, and evaluates them periodically according to the qualification periods and stages, provided that the evaluation is not less than twice during the entire period of the program.

Article (7):

The enrollees in the program are entitled to the following:

- A. A monthly bonus equivalent to the basic salary for the first rank of the position that will be qualified to be occupied or will be assigned to perform its tasks.
- B. A leave that does not exceed (30) days per year, granted at the discretion of the government agency and in accordance with the program plan.
- C. If she is a woman, then she deserves - in addition to the leave mentioned in Paragraph (B) above - a maternity leave with full remuneration for a period of (seventy) days, which she distributes as she wishes; starting with a maximum of twenty-eight days before the likely date of childbirth, and the likely date of childbirth is determined by a medical certificate authenticated by a health authority.

Article (8):

In the event of training abroad, the rights and financial benefits stipulated in the civil service law and its implementing regulations shall apply to the program enrollee.

Article (9):

The program enrollees are committed to the following:

- A. Signing the Qualification Contract and abiding by its terms and conditions.
- B. Signing the Code of Conduct and Public Service Ethics and abiding by the provisions herewith.
- C. Must work for the government agency for a period equivalent to the duration of the program. If he refrains to do so, or if he does not complete the program, he shall be required to pay all rewards spent thereto during the qualification period, and the competent minister may exempt him from that.



Article (10):

The competent minister may exclude the program enrollee and terminate the contract in any of the following cases:

- A. Absence for a period of (10) consecutive days or (20) separate days during the duration of the program without a legitimate excuse acceptable to the government agency.
- B. Obtaining a rating score of (2) out of (5) or less, for two consecutive times.
- C. Making a violation of the provisions of the Code of Conduct and Public Service Ethics.

In the event that the enrollee is excluded from the program for any of the above-mentioned cases, he shall be notified at least a week before his exclusion, and he shall be required to pay all the rewards paid thereto during the qualification period, and the competent minister may exempt him from that.

Article (11):

The government agency shall enable the enrollee who successfully passes the program to occupy the job targeted by qualification or assign him to perform its duties. He shall be granted the third rank of the position that he will occupy or be entrusted with performing its duties, unless there is a regulatory impediment precludes to do so.



The Regulatory Framework for the Disbursement of the Assignment Allowance and Working-Hours Difference Allowance for the Delegates



The Framework Legal Reference:

Article No. (254) of the Implementing Regulations for Human Resources in the Civil Service which states that: « The employee delegated to study within the kingdom shall be paid his salary, monthly transportation allowance, assignment allowance for doctors and pharmacists, and the work-hour difference allowance for specialists - other than doctors, technicians and health assistants - in accordance with the conditions and controls set by the regulatory framework. »

Article (1):

The assignment allowance is paid to doctors and pharmacists, and the work-hour difference allowance for specialists - other than doctors, technicians and health assistants - delegated to study within the Kingdom according to the following conditions and controls:

- A. The acceptance should be from an accredited educational or professional body, and it must include a clinical or laboratory program of not less than 50% of the program according to the following:
 - 1- It should be through working in clinics or clinical laboratories and clinical occupancy.
 - 2- The training period during program implementation should be an integral part thereof.
 - 3- Subject to shift schedules or any laboratory / clinical requirements.
 - 4- The training should be under the supervision of specialists in the same field of the health profession.
- B. The specialty for which he is being delegated should be an extension of his previous major.
- C. The program should be directly related to the patient's care or closely related to the patient's health condition.
- D. The hospital in which the clinical or laboratory training takes place should be university accredited by the Ministry of Education or has obtained a certificate of accreditation by the Saudi Commission for Health Specialties as a training center in accordance with the regulations in force in the authority.

Article (2):

The internal delegation includes the following programs:

- A. Government programs in the following areas: (Medicine - Dentistry - Pharmacy - Applied Medical Sciences - Nursing - Clinical Psychology, Social Work, and



Sociology if it is offered in a health college or any college, if it is proved that the majority of those who train and teach are professionally registered with the Saudi Commission for Health Specialties).

- B.** Non-governmental institutions programs that contain clinical or laboratory training approved by the Ministry of Education and the Saudi Commission for Health Specialties.
- C.** Programs of the Saudi Commission for Health Specialties.
- D.** Professional programs offered in academic and health institutions accredited by the Saudi Commission for Health Specialties.



Contract Forms



A Contract Form for Full-Time Job Assignment



On / /14_ AH corresponding to: / / / 20__ AD, this contract has been concluded between:

1. (Agency's Name), its registered address P.O. Box Postal Code Phone, Fax, represented in signing hereon by, as its, hereinafter referred to as « the first party »
2. (Contracting party's Name), Saudi nationality under to the national ID No. issued by, with registered address P. O. Box Postal Code Phone No. Fax No. e-mail@....., hereinafter referred to as « the second party»

The parties are jointly hereinafter referred to as "the parties"

Now, therefore, both parties - with their full legal and legitimate capacity - hereto agree to conclude this contract, and thus they accepted and agreed on the following:

Preamble:

Based on the Implementing regulations for human resources in the civil service issued by the Minister of Civil Service Resolution No. dated / / 1440 AH, and the availability of the necessary requirements included thereon. Whereas, the second party has the academic and practical qualifications and competence required to occupy the tasks of the job specified in this contract. Whereas, the first party wishes to benefit from the services provided by the second party by contracting therewith to perform the tasks of this job. Therefore, the second party agreed thereupon according to the limits of the terms and conditions set forth in this contract.

Article (1):

The above preamble shall be an integral part of this contract.

Article (2):

The second party is obligated to work for the first party and under his management and supervision to perform the duties of the job No. (category / level / rank) and grade (.....) at



Article (3):

The first party may, according to the requirements and the need of work, displace the second party - whether temporarily or permanently - to work anywhere inside or outside the Kingdom, or change the name of the job in which he occupies its tasks or change its rank in a manner consistent with the qualifications and experiences of the second party.

Article (4):

This contract shall be an indefinite contract, and either party has the right to request the termination herewith after submitting a written notice to the other party in no less than (90) days before the date of termination.

Article (5):

This contract shall be effective from the date on which the second party undertakes his duties with the first party, provided that the undertaking does not exceed fifteen days from the date of signing the contract, otherwise the contract will be null and void.

Article (6):

The second party is subject to a probation period of (90) days starting from the date of his commencement of work for the first party. It is permissible, upon agreement of the two parties, to extend the probation period, provided that it does not exceed, in total, 180 days. The holiday and sick leave are not included in the probation period. The first party has the right to terminate this contract during the probation period, for any reason whatsoever, without prior written notice or compensation to the second party.

Article (7):

The basic wage for the second party shall be (.....) riyals, and this wage represents the salary of the contracted position to perform its tasks at the level specified in the career ladder included therein. The annual bonus shall be in accordance with the provision specified in that career ladder, and in



accordance with the items established in the civil service law and the executive regulations therein and the relevant decisions.

Article (8):

The second party is entitled to a monthly transportation allowance, and the other allowances, bonuses, compensations, and financial benefits specified for the job that he occupies its duties in the regulation covered therewith, and in accordance with the provisions established in the civil service law and the executive regulations thereof.

Article (9):

The second party is obligated to work within the working days and hours specified for the job that he carries out in accordance with the civil service law and the executive regulations thereof, and in accordance with work requirements. The second party is also obligated to prove his attendance and leave from work according to the arrangements determined by the first party.

Article (10):

The first party has the right - if the need of work required - to assign the second party to work beyond the official working hours or weekends, vacations and official holidays, or to delegate him, and thus, he will be paid the fees specified in the civil service law and the executive regulations thereof.

Article (11):

The first party is committed to the following:

1. To enable the second party to work, and to establish the available appropriate work environment and occupational safety requirements.
2. To grant the second party his wages, rights and financial benefits without delay, and not withholding his wages or part thereof without a legal or judicial basis.
3. To register the second party with the General Organization for Social Insurance, and to pay the payments imposed on the employer and to

deduct and pay the payments imposed on the second party according to the social insurance system.

4. To treat the second party, with regard to medical care, in accordance with the mechanism in place thereupon.
5. To register the second party in the specified database, and to offer him a certificate of experience upon request.

Article (12):

The second party is obligated with the following:

1. To abide by the orders, directives and instructions of the first party, and to perform the required work by virtue of this contract with a great mastery and professionalism under the supervision and management of the first party, and to allocate the working time to perform the duties and tasks entrusted thereof.
2. To abide by the provisions of the civil service law and its executive regulations.
3. To adhere to the provision stated in the Code of Conduct and Public Service Ethics, and to abstain from anything that violates honor, honesty and dignity, and to preserve secrets that he comes across during his work period.
4. To exert the necessary care for the machines, tools and materials owned by the first party and which are at his disposal and custody, and to return the non-expendable materials to the first party upon the end of the contract.

Article (13):

The second party is entitled to an annual regular leave whose duration is determined in accordance with the provision stated in the civil service law and its executive regulations. He is also entitled to get other leave such as sick leave, exceptional leave, study leave and others, in accordance with the provision stated in the civil service law and its executive regulations.

Article (14):

The second party - if it is a female - is entitled to a maternity leave and widowed waiting period according to the provisions stated in the civil service law and its executive regulations, in addition to allowing her to have a breastfeeding period that does not exceed one hour per day in total.



Article (15):

The first party provides the second party with training, delegation and scholarship opportunities according to work requirements and according to the first party's plans. The second party is treated, while being under training, delegation, or missioning in accordance with the civil service law and its executive regulations.

Article (16):

The first party may terminate the contract without remuneration, notice or compensation to the second party in the event that any of the cases mentioned in Article (eighty) of the work system.

Article (17):

In the event of a dispute or disagreement regarding any of the terms contained herewith, an effort must be made to resolve it amicably and in good faith. In the event that an amicable solution cannot be reached, the competent authority that handle labor issues shall have the competence to consider such dispute, and the Saudi law shall be the applicable system.

Article (18):

The second party acknowledges that he has been acquainted the contract, the civil service law and its implementing regulations, the work system, the social insurance system, as well as the relevant laws, regulations and decisions, and has understood them all without any ambiguity, and has fully accepted the contract and agreed upon the contents stated in all of its articles.

Article (19):

- A. Where no text is mentioned in this contract, the civil service law and its implementing regulations shall be applied to the second party, except for what is related to disciplinary penalties and termination of the contract, so the work system applies thereto.
- B. If there is a change in the legal form of the first party by changing the name, merging, division, or otherwise, this contract will remain in effect and continuous whenever the first party deems it appropriate.



- C. It is not permissible to make any amendment to any of the terms or provisions of this contract except by a written agreement signed by the parties and included as an appendix to the contract.

Article (20):

Notices related to this contract shall be made in writing by e-mail or at the address indicated to each of the parties at the forehead of this contract, or by handing them over in against a proof of receipt or by registered mail, and thus are considered to be legally effective.

Article (20)-One:

This Contract has been concluded in Arabic in two original copies, one dully signed copy per each party to act upon.

First Party

Name:

Signature:

Second Party

Name:

Signature:

The second party's undertaking of the job duties:

On, Date: / / 14__ AH, corresponding to: / / 20__ AD.

Signature:



A Contract Form for Part-Time Job Assignment



On / /14__ AH corresponding to: / / / 20__ AD, this contract has been concluded between:

1. (Agency's Name), its registered address P.O. Box Postal Code Phone, Fax, represented in signing hereon by, as its, hereinafter referred to as « the first party »
2. (Contracting party's Name), Saudi nationality under to the national ID No. issued by, with registered address P. O. Box Postal Code Phone No. Fax No. e-mail@....., hereinafter referred to as « the second party»

The parties are jointly hereinafter referred to as "the parties"

Now, therefore, both parties - with their full legal and legitimate capacity - hereto agree to conclude this contract, and thus they accepted and agreed on the following:

Preamble:

Based on the Implementing regulation for human resources in the civil service issued by the Minister of Civil Service Resolution No. dated / / 1440 AH, and the availability of the necessary requirements included thereon. Whereas, the second party has the academic and practical qualifications and competence required to occupy the tasks of the job specified in this contract. Whereas, the first party wishes to benefit from the services provided by the second party by contracting therewith to perform the tasks of this job. Therefore, the second party agreed thereupon according to the limits of the terms and conditions set forth in this contract.

Article (1):

The above preamble shall be an integral part of this contract.

Article (2):

The second party is obligated to work for the first party and under his management and supervision to perform the duties of the job No. (category / level / rank) and grade (.....) at



Article (3):

The first party may, according to the requirements and the need of work, displace the second party - whether temporarily or permanently - to work anywhere inside or outside the Kingdom, or change the name of the job in which he occupies its tasks or change its rank in a manner consistent with the qualifications and experiences of the second party.

Article (4):

This contract shall be an indefinite contract, and either party has the right to request the termination herewith after submitting a written notice to the other party in no less than (90) days before the date of termination.

Article (5):

This contract shall be effective from the date on which the second party undertakes his duties with the first party, provided that the undertaking does not exceed fifteen days from the date of signing the contract, otherwise the contract will be null and void.

Article (6):

The second party is subject to a probation period of (90) days starting from the date of his commencement of work for the first party. It is permissible, upon agreement of the two parties, to extend the probation period, provided that it does not exceed, in total, 180 days. The holiday and sick leave are not included in the probation period. The first party has the right to terminate this contract during the probation period, for any reason whatsoever, without prior written notice or compensation to the second party.

Article (7):

The basic wage for the second party shall be (.....) riyals, and this wage represents the salary of the contracted position to perform its tasks at the level specified in the career ladder included therein. The annual bonus shall be in



accordance with the provision specified in that career ladder, and in accordance with the items established in the civil service law and the executive regulations therein and the relevant decisions.

Article (8):

The second party is entitled to a monthly transportation allowance, and the other allowances, bonuses, compensations, and financial benefits specified for the job that he occupies its duties in the regulation covered therewith, and in accordance with the provisions established in the civil service law and the implementing regulations thereof. This entitlement shall be based on pro-rata basis between (hours or days of work specified in the contract) and (the amount of such allowances, bonuses, compensations and financial benefits).

Article (9):

The second party is obligated to work for the first party for (The number of hours and days that are agreed upon are mentioned). The second party is also obligated to prove his attendance and leave from work according to the arrangements determined by the first party.

(The contracting government agency shall record the number of hours and the number of days to be contracted upon according to work requirements so that the work performed by the contractor during the month does not exceed half of the total official working hours specified for the job during the month according to the civil service law and its executive regulations, whether the work is performed on a daily basis or in some days of the week)

Article (10):

The first party has the right - if the need of work required - to assign the second party to work beyond the official working hours or weekends, vacations and official holidays, or to delegate him, and thus, he will be paid the fees specified in the civil service law and the executive regulations thereof.

Article (11):

The first party is committed to the following:

- A. To enable the second party to work, and to establish the available appropriate work environment and occupational safety requirements.

- B. To grant the second party his wages, rights and financial benefits without delay, and not withholding his wages or part thereof without a legal or judicial basis.
- C. To register the second party with the General Organization for Social Insurance, and to pay the payments imposed on the employer and to deduct and pay the payments imposed on the second party according to the social insurance system.
- D. To treat the second party, with regard to medical care, in accordance with the mechanism in place thereupon.
- E. To register the second party in the specified database, and to offer him a certificate of experience upon request.

Article (12):

The second party is obligated with the following:

1. To abide by the orders, directives and instructions of the first party, and to perform the required work by virtue of this contract with a great mastery and professionalism under the supervision and management of the first party, and to allocate the working time to perform the duties and tasks entrusted thereof.
2. To abide by the provisions of the civil service law and its implementing regulations.
3. To adhere to the provision stated in the Code of Conduct and Public Service Ethics, and to abstain from anything that violates honor, honesty and dignity, and to preserve secrets that he comes across during his work period.
4. To exert the necessary care for the machines, tools and materials owned by the first party and which are at his disposal and custody, and to return the non-expendable materials to the first party upon the end of the contract.

Article (13):

The second party is entitled to an annual regular leave whose duration is determined in accordance with the provision stated in the civil service law and its implementing regulations. He is also entitled to get other leave such as sick leave, exceptional leave, study leave and others, in accordance with the provision stated in the civil service law and its executive regulations.

Article (14):

The second party - if it is a female - is entitled to a maternity leave and widowed waiting period according to the provisions stated in the civil service law and its implementing regulations, in addition to allowing her to have a breastfeeding period that does not exceed one hour per day in total.

Article (15):

The first party provides the second party with training, delegation and scholarship opportunities according to work requirements and according to the first party's plans. The second party is treated, while being under training, delegation, or missioning in accordance with the civil service law and its implementing regulations.

Article (16):

The first party may terminate the contract without remuneration, notice or compensation to the second party in the event that any of the cases mentioned in Article (eighty) of the work system.

Article (17):

In the event of a dispute or disagreement regarding any of the terms contained herewith, an effort must be made to resolve it amicably and in good faith. In the event that an amicable solution cannot be reached, the competent authority that handle labor issues shall have the competence to consider such dispute, and the Saudi law shall be the applicable system.

Article (18):

The second party acknowledges that he has been acquainted the contract, the civil service law and its executive regulations, the work system, the social insurance system, as well as the relevant laws, regulations and decisions, and has understood them all without any ambiguity, and has fully accepted the contract and agreed upon the contents stated in all of its articles.

Article (19):

1. Where no text is mentioned in this contract, the civil service law and its implementing regulations shall be applied to the second party, except for what is related to disciplinary penalties and termination of the contract, so the work system applies thereto.



2. If there is a change in the legal form of the first party by changing the name, merging, division, or otherwise, this contract will remain in effect and continuous whenever the first party deems it appropriate.
3. It is not permissible to make any amendment to any of the terms or provisions of this contract except by a written agreement signed by the parties and included as an appendix to the contract.

Article (20):

Notices related to this contract shall be made in writing by e-mail or at the address indicated to each of the parties at the forehead of this contract, or by handing them over in against a proof of receipt or by registered mail, and thus are considered to be legally effective.

Article (21):

This Contract has been concluded in Arabic in two original copies, one dully signed copy per each party to act upon.

First Party

Second Party

Name:

Name:

Signature:

Signature:

The second party's undertaking of the job duties:

On, Date: / / 14__ AH, corresponding to: / / 20__ AD.

Signature:



A Contract Form for a Specified-Period Job Assignment (Temporary Contracting)



On / /14__ AH corresponding to: / / 20__ AD, this contract has been concluded between:

1. (Agency's Name), its registered address P.O. Box Postal Code Phone, Fax, represented in signing hereon by, as its, hereinafter referred to as « the first party »
2. (Contracting party's Name), Saudi nationality under to the national ID No. issued by, with registered address P. O. Box Postal Code Phone No. Fax No. e-mail@....., hereinafter referred to as « the second party»

The parties are jointly hereinafter referred to as "the parties"

Now, therefore, both parties - with their full legal and legitimate capacity - hereto agree to conclude this contract, and thus they accepted and agreed on the following:

Preamble:

Based on the implementing regulation for human resources in the civil service issued by the Minister of Civil Service Resolution No. dated / / 1440 AH, and the availability of the necessary requirements included thereon. Whereas, the second party has the academic and practical qualifications and competence required to occupy the tasks of the job specified in this contract. Whereas, the first party wishes to benefit from the services provided by the second party by contracting therewith to perform the tasks of this job. Therefore, the second party agreed thereupon according to the limits of the terms and conditions set forth in this contract.

Article (1):

The above preamble shall be an integral part of this contract.

Article (2):

The second party is obligated to work for the first party and under his management and supervision to perform the duties of the job No. (category / level / rank) and grade (.....) at



Article (3):

The first party may, according to the requirements and the need of work, displace the second party - whether temporarily or permanently - to work anywhere inside or outside the Kingdom, or change the name of the job in which he occupies its tasks or change its rank in a manner consistent with the qualifications and experiences of the second party.

Article (4):

The term of this contract shall be (.....), and it ends by the end of its term, and it may be renewed for one period with the consent of the two parties. If it is renewed, it ends with the end of the renewal period.

(The government agency must take into account that the contract period does not exceed three months, and it can be renewed for another period, provided that the contract period does not exceed six months within a year)

Article (5):

This contract shall be effective from the date on which the second party undertakes his duties with the first party, provided that the undertaking does not exceed five days from the date of signing the contract, otherwise the contract will be null and void.

Article (6):

The basic wage for the second party shall be (.....) riyals, and this wage represents the salary of the contracted position to perform its tasks at the level specified in the career ladder included therein, in accordance with the items established in the civil service law and the implementing regulations.

Article (7):

The second party is entitled to a monthly transportation allowance, and the other allowances, bonuses, compensations, and financial benefits specified for the job that he occupies its duties in the regulation covered therewith, and in accordance with the provisions established in the civil service law and the executive regulations thereof.



Article (8):

The second party is obligated to work within the working days and hours specified for the job that he carries out in accordance with the civil service law and the implementing regulations thereof, and in accordance with work requirements. The second party is also obligated to prove his attendance and leave from work according to the arrangements determined by the first party.

Article (9):

The first party has the right - if the need of work required - to assign the second party to work beyond the official working hours or weekends, vacations and official holidays, or to delegate him, and thus, he will be paid the fees specified in the civil service law and the implementing regulations thereof.

Article (10):

The first party is committed to the following:

1. To enable the second party to work, and to establish the available appropriate work environment and occupational safety requirements.
2. To grant the second party his wages, rights and financial benefits without delay, and not withholding his wages or part thereof without a legal or judicial basis.
3. To register the second party with the General Organization for Social Insurance, and to pay the payments imposed on the employer and to deduct and pay the payments imposed on the second party according to the social insurance system.
4. To treat the second party, with regard to medical care, in accordance with the mechanism in place thereupon.
5. To register the second party in the specified database, and to offer him a certificate of experience upon request.

Article (11):

The second party is obligated with the following:

1. To abide by the orders, directives and instructions of the first party, and to perform the required work by virtue of this contract with a great mastery and professionalism under the supervision and management of the first

party, and to allocate the working time to perform the duties and tasks entrusted thereof.

2. To abide by the provisions of the civil service law and its implementing regulations.
3. To adhere to the provision stated in the Code of Conduct and Public Service Ethics, and to abstain from anything that violates honor, honesty and dignity, and to preserve secrets that he comes across during his work period.
4. To exert the necessary care for the machines, tools and materials owned by the first party and which are at his disposal and custody, and to return the non-expendable materials to the first party upon the end of the contract.

Article (12):

In case of necessity, the first party may grant the second party a leave not exceeding five days in total for the duration of the contract along with its renewal.

Article (13):

The first party may terminate the contract without any compensation to the second party if any of the following cases occur:

1. If he stops performing his work without a legitimate excuse for a period of seven continuous days or ten separate days during the contract period.
2. If the second party does not fulfill its essential obligations arising from the contract, or does not obey the legitimate orders, or deliberately fails to follow the instructions of the first party.
3. If the displace decision has not been implemented without a legitimate excuse within five days from the date specified thereto.
4. If he commits an assault on his superiors, employees, or clients during or because of work.
5. If it is proven that he has committed dishonorable or bad behavior or committed an act that violates honor or faithfulness.

Article (14):

In the event of a dispute or disagreement regarding any of the terms contained herewith, an effort must be made to resolve it amicably and in good faith. In the event that an amicable solution cannot be reached, the competent

authority that handle labor issues shall have the competence to consider such dispute, and the Saudi law shall be the applicable system.

Article (15):

The second party acknowledges that he has been acquainted the contract, the civil service law and its implementing regulations, the work system, the social insurance system, as well as the relevant laws, regulations and decisions, and has understood them all without any ambiguity, and has fully accepted the contract and agreed upon the contents stated in all of its articles.

Article (16):

1. Where no text is mentioned in this contract, the civil service law and its executive regulations shall be applied to the second party, except for what is related to disciplinary penalties and termination of the contract, so the work system applies thereto.
2. If there is a change in the legal form of the first party by changing the name, merging, division, or otherwise, this contract will remain in effect and continuous whenever the first party deems it appropriate.
3. It is not permissible to make any amendment to any of the terms or provisions of this contract except by a written agreement signed by the parties and included as an appendix to the contract.

Article (17):

Notices related to this contract shall be made in writing by e-mail or at the address indicated to each of the parties at the forehead of this contract, or by handing them over in against a proof of receipt or by registered mail, and thus are considered to be legally effective.

Article (18):

This Contract has been concluded in Arabic in two original copies, one dully signed copy per each party to act upon.

First Party

Name:

Signature:

Second Party

Name:

Signature:

The second party's undertaking of the job duties:



On, Date: / / 14__ AH, corresponding to: / / 20__
AD.

Signature:



A Contract Form with Consultants and Experts to Perform A Specific Service



(The government agency intending to contract with consultants and experts to perform a specific service shall, before entering into a contract, fill up this form and add or delete what it deems consistent with the performance of the service and then submit it to the Ministry of Finance and the Ministry of Civil Service for their approval. After obtaining the approval of those entities, the contract is signed, and this procedure is carried out on a case-by-case basis)

On / /14__ AH corresponding to: / / 20__ AD, this contract has been concluded between:

1. (Agency's Name), its registered address P.O. Box Postal Code Phone, Fax, represented in signing hereon by, as its, hereinafter referred to as « the first party »
2. (Contracting party's Name), Saudi nationality under to the national ID No. issued by, with registered address P. O. Box Postal Code Phone No. Fax No. e-mail@....., hereinafter referred to as « the second party»

The parties are jointly hereinafter referred to as "the parties"

Now, therefore, both parties - with their full legal and legitimate capacity - hereto agree to conclude this contract, and thus they accepted and agreed on the following:

Preamble:

Based on the implementing regulation for human resources in the civil service issued by the Minister of Civil Service Resolution No. dated / / 1440 AH, and the availability of the necessary requirements included thereon.

Whereas, the second party has the academic and practical qualifications and competence required to occupy the tasks of the job specified in this contract.

Whereas, the first party wishes to benefit from the services provided by the second party by contracting therewith to perform the tasks of this job.

Therefore, the second party agreed thereupon according to the limits of the terms and conditions set forth in this contract.

Article (1):

The above preamble shall be an integral part of this contract.



Article (2):

The second party is obligated to perform the following (service / services) for the first party:

- 1.
- 2.
- 3.

(The government agency shall write down the scope of business, service, or services required to be implemented by the second party).

Article (3):

The term of this contract is (.....), and it shall be terminated at the end of its term.

(The government agency shall write down the agreed period for performing the scope of business, service, or services to be implemented by the second party).

Article (4):

The first party pays the second party a lump sum amounting to (.....) riyals, and this amount is considered to include all financial benefits and costs associated with performing the required service. This contract does not entail any rights to the second party other than the amount mentioned herein, and the agreed amount is paid according to the following:

- 1.
- 2.
- 3.

(The government agency shall write down the value of the payments according to the specified stages of completion)

Article (5):

The first party provides the second party with all documents and records that help him to perform his duties in an optimal manner. The second party undertakes, upon the expiry of this contract, to return all documents and records in its possession to the first party.

Article (6):



The second party is obligated to perform all the work, tasks and duties assigned to him in accordance with the highest standards and in the manner and method recognized professionally, while adopting the best practices and work ethics. He shall also undertake the necessary care and preserve the property of the first party and shall be kept at his disposal and in his custody.

Article (7):

The second party undertakes not to divulge any confidential information related to the works of the first party, or the tasks it carries out for the benefit of the first party, or the professional secrets related to the first party that may become in the possession of the second party during the period of performing his duties, and that this undertaking shall remain in effect until after the end of or termination of this contract.

Article (8):

The second party shall be solely responsible for any compensation to other parties arising from the actions and procedures that pertain to him beyond the scope of this contract and that he performs during his relationship with the first party.

Article (9):

The first party, for whatever reason, may solely terminate this contract at any time before completing the service or services to be performed after notifying the second party of a period of no less than seven days from the specified date of termination. Provided that, in this case, he shall pay the second party the amount due for the service or services he has implemented, according to the percentage of completion before the contract is terminated. It is not permissible for the second party to terminate the contract before the end of its term except with the written consent of the first party, and in the event that he violates that, he is not entitled to any unreceived sums from the first party.

Article (10):

The second party acknowledges that he has been acquainted the contract, laws, regulations, and relevant decisions, and has understood them all without any ambiguity, and has fully accepted the contract and agreed upon the contents stated in all of its articles.



Article (11):

It is not permissible to make any amendment to any of the terms or provisions of this contract except by a written agreement signed by the parties and included as an appendix to the contract.

Article (12):

In the event of a dispute or disagreement regarding any of the terms contained herewith, an effort must be made to resolve it amicably and in good faith. In the event that an amicable solution cannot be reached, the competent courts shall have the jurisdiction to consider such dispute, and the Saudi law shall be the applicable system.

Article (13):

Notices related to this contract shall be made in writing by e-mail or at the address indicated to each of the parties at the forehead of this contract, or by handing them over in against a proof of receipt or by registered mail, and thus are considered to be legally effective.

Article (14):

This Contract has been concluded in Arabic in two original copies, one dully signed copy per each party to act upon.

First Party

Name:

Signature:

Second Party

Name:

Signature:

The second party's undertaking of the job duties:

On, Date: / / 14__ AH, corresponding to: / / 20__ AD.

Signature:



Human Resources and
Social Development

A Contract Form for Enrollment in the Outstanding Qualification Program



On / /14_ AH corresponding to: / / 20__ AD, this contract has been concluded between:

(Agency's Name), its registered address Phone No., Fax No., email, represented in signing hereon by, as its, hereinafter referred to as « the first party »

(Name of program enrollee), Saudi nationality under to the national ID No. issued by, with registered address P. O. Box, Riyadh. Phone No. Fax No. e-mail, hereinafter referred to as « the second party»

The parties are jointly hereinafter referred to as "the parties"

Now, therefore, both parties - with their full legal and legitimate capacity - hereto agree to conclude this contract, and thus they accepted and agreed on the following:

Preamble:

Whereas, the first party aims to attract fresh graduates of both genders in order to qualify them inside and outside the Kingdom in the disciplines that the agency targets in accordance with its development and training plans, for preparing them scientifically and practically to achieve the agency's strategic targets through the Outstanding Qualification Program. Whereas, the first party wishes to attract the second party to this program. Therefore, the second party agreed thereupon, according to the limits of the terms and conditions set forth in this contract.

Article (1):

The above preamble shall be an integral part of this contract.

Article (2):

The second party agrees to join the Outstanding Qualification Program with the first party, under its management and supervision, and to abide by the terms and conditions therein.

Article (3):

The place of qualification for the second party shall be in a city (.....), or in any place specified by the first party, inside or outside the Kingdom.

Article (4):

(The term of this contract shall be (.....), and starts from the date of its conclusion.

(The contract duration shall be two years maximum, and it may be extended by a decision of the competent minister for one period not exceeding six months in all cases).

Article (5):

The first party pays the second party a monthly reward amounting to (.....) riyals only.

(The reward must be equivalent to the basic salary for the first degree of the rank of the position that the second party will be qualified to occupy or be assigned to perform its tasks).

Article (6):

The second party is entitled to a leave that does not exceed (30) days per year, which is granted according to the first party's discretion and in accordance with the program plan.

(If the second party is a woman, then she is entitled to, in addition to the above-mentioned leaves, a maternity leave with full remuneration for a period of (seventy) days, to be distributed as she wishes, starting with a maximum of twenty-eight days before the likely date of childbirth, and the likely date of childbirth is determined by a medical certificate authenticated by a health authority).

Article (7):

The second party is obligated to sign the Code of Conduct and Public Service Ethics and abide by the provisions thereof.

Article (8):

In the event of training abroad, the rights and financial benefits stipulated in the civil service law and its implementing regulations shall apply to the second party.



Article (9):

The first party will periodically follow up, supervise and evaluate the second party, in accordance with the qualification periods and stages.

Article (10):

The first party may terminate the contract in any of the following cases:

1. Absence for a period of (10) consecutive days or (20) separate days during the duration of the program without a legitimate excuse accepted by the first party.
2. In the event that the second party obtains a rating of (2) out of (5) or less for two consecutive times.
3. In the event that the second party violates the provisions of the Code of Conduct and Public Service Ethics.

In the event that the contract is terminated for any of the above-mentioned cases, the second party shall be notified at least one week before the contract is terminated, and he shall be required to pay all the rewards paid to him during the qualification period. However, the first party may exempt him from paying those sums.

Article (11):

The first party enables the second party, in the event that the latter passes the program successfully, to occupy the job targeted by qualification or assign him to perform its tasks, and he shall be granted the third rank of the position that he will occupy or be assigned to perform its tasks, unless there is a regulatory impediment that precludes the execution thereof.

Article (12):

After successfully passing the program, the second party is obligated to work for the first party for a period equivalent to the term of the qualification contract. In the event that he refuses to comply therewith, or if he does not complete



the program, he shall be required to pay all the rewards paid to him during the qualification period. However, the first party may exempt him from paying those sums.

Article (13):

The second party acknowledges that he has been acquainted the contract, laws, regulations, and relevant decisions, and has understood them all without any ambiguity, and has fully accepted the contract and agreed upon the contents stated in all of its articles.

Article (14):

It is not permissible to make any amendment to any of the terms or provisions of this contract except by a written agreement signed by the parties and included as an appendix to the contract.

Article (15):

Notices related to this contract shall be made in writing by e-mail or at the address indicated to each of the parties at the forehead of this contract, or by handing them over in against a proof of receipt or by registered mail, and thus are considered to be legally effective.

Article (16):

Where no text is mentioned in this contract, it shall be subject to the provisions of Article (49) of the Labor Law.

Article (17):

In the event of a dispute or disagreement regarding any of the terms contained herewith, an effort must be made to resolve it amicably and in good faith. In the event that an amicable solution cannot be reached, the competent courts shall have the jurisdiction to consider such dispute, and the Saudi law shall be the applicable system.

Article (18):

This Contract has been concluded in Arabic in two original copies, one dully signed copy per each party to act upon.

First Party

Second Party



Name:

Signature:

Name:

Signature:

The second party's undertaking of the job duties:

On, Date: / / 14_ AH, corresponding to: / / 20__
AD.

Signature:



A Contract Form for Full-Time Job Assignment for Non-Saudis



On / /14_ AH corresponding to: / / / 20__ AD, this contract has been concluded between:

1. (Agency's Name), its registered address P.O. Box Postal Code Phone, Fax, represented in signing hereon by, as its, hereinafter referred to as « the first party »
2. (Contracting party's Name), Saudi nationality under to the national ID No. issued by, with registered address P. O. Box Postal Code Phone No. Fax No. e-mail@....., hereinafter referred to as « the second party»

The parties are jointly hereinafter referred to as "the parties"

Now, therefore, both parties - with their full legal and legitimate capacity - hereto agree to conclude this contract, and thus they accepted and agreed on the following:

Preamble:

Based on the implementing regulation for human resources in the civil service issued by the Minister of Civil Service Resolution No. dated / / 1440 AH, and the availability of the necessary requirements included thereon.

Whereas, the second party has the academic and practical qualifications and competence required to occupy the tasks of the job specified in this contract.

Whereas, the first party wishes to benefit from the services provided by the second party by contracting therewith to perform the tasks of this job.

Therefore, the second party agreed thereupon according to the limits of the terms and conditions set forth in this contract.

Article (1):

The above preamble shall be an integral part of this contract.

Article (2):

The second party is obligated to work for the first party and under his management and supervision to perform the duties of the job

No. (category / level / rank) and grade (.....) at

To carry out the tasks of this position and all competence hereto, including the following:

1.
2.
3.

As well as any other tasks assigned to him by the first party, provided that the second party performs his work on the basis of 48 hours per week. The second party is also obligated to prove his attendance and leave from work according to the arrangements determined by the first party.

Article (3):

The first party may, according to the requirements and the need of work, displace the second party - whether temporarily or permanently - to work anywhere inside or outside the Kingdom, or change the name of the job in which he occupies its tasks or change its rank in a manner consistent with the qualifications and experiences of the second party.

Article (4):

The term of this contract is (.....), and it shall be terminated at the end of its term. The contract may be renewed for a period of one year or more, subject to the consent of the two parties.

(The government agency determines the contract period to be no less than one year and not more than three years)

Article (5):

This contract is valid as of the date on which the second party leaves his home country to the Kingdom. Provided that the period between leaving his home country and applying to start work according to the instructions of the first party, does not exceed three days, or from the day on which the contracting party applies to start work in accordance with the instructions of the first party if he is residing in the country in which the job is located and he signed the contract. In the event that the second party fails to carry out the duties of his job in accordance with the instructions communicated to him by the first party without a legitimate excuse within a month of the date of signing the contract, the first party may terminate the contract, and then it shall be null and void.

The first party shall inform the second party of the matter thereof through the approved reporting methods.

Article (6):

The second party shall be subject to a three-month probation period, to which the first party may extend for a similar period. The probation period does not include vacations except for official holidays. In the event that it is proven to be unfit, the first party has the right to terminate this contract without prior notice or compensation thereupon except for the salary against the period during which the second party undertook the duties of the job.

Article (7):

The first party pays the second party a monthly salary of (.....) riyals to be paid at the end of each month.

(The government agency determines the salary according to the approved payrolls for non-Saudis and the instructions therewith, according to each category. These instructions attached to each payroll shall be considered an integral part thereof).

Article (8):

A- The first party shall ensure guest class tickets for the second party and his family at a maximum of four persons, including the contracting party himself, according to the following:

1. When he came for the first time from his home country to the Kingdom at the beginning of the contract period, unless he was residing in the Kingdom at the time of his appointment, and the second time when he returned to his home at the end of the contract period.
2. Roundtrip from the Kingdom to his home country, once a year during the contract period when he is authorized to have a regular leave. Travel tickets are granted within four persons, including the contracting party himself.
3. If the second party and his family do not want to secure travel tickets, he may retrieve half of the value of the travel tickets due from the first party.



The family of the second party means: the wife or guardian of the second party whenever she is a female, and whoever is legally dependent (boys, unmarried daughters, parents, minor brothers, unmarried sisters) and the sustenance is proven by an official certificate that the first party is convinced of. Travel tickets for family members are due whether they travel to or from the Kingdom, accompanied by the first party or individually.

B- The first party pays the second party the following allowances:

1. Accommodation allowance of (.....) riyals, and this allowance is paid in one payment annually and in advance at the beginning of the contract period and then at the beginning of each year of its renewal. The second party is not entitled to the accommodation allowance if the first party provides him with furnished housing.

(The government agency determines the amount of the accommodation allowance equivalent to three-month salary, provided that it shall not be less than (8000) riyals)

2. A monthly transportation allowance for his transportation at his workplace amounting of (.....) riyals, and the first party may secure the appropriate means of transportation for the second party instead of paying him a transportation allowance.
 - (The government agency determines the amount of the monthly transportation allowance according to the following:
 - If the salary is less than (2000) riyals, he is entitled to a transportation allowance of (300) riyals.
 - If the salary is between (2000) riyals to (3500) riyals, he is entitled to a transportation allowance of (350) riyals.
 - If the salary is more than (3500) riyals, then he is entitled to a transportation allowance of (400) riyals.
3. A preparation fee at the start of the contract, at an amount of (50%) of the monthly salary.

Article (9):

The second party is entitled to a regular leave of (36) days for each full year of the contract years, and for the portion of the year that is appropriate to him of the mentioned period. This leave shall be fully paid for its full period in



advance at its beginning. Regular leave may not be obtained except after its actual entitlement, and it may be divided when necessary so that it does not exceed two periods. Travel tickets are only granted upon having the last period. The first party - according to work requirements - may postpone the granting of the regular leave, provided that the delay period does not exceed five months of the new year for the second party. He may also cancel the whole leave or part thereof, provided that the cancellation is with the consent of the second party, and the compensation is in an amount equivalent to the salary of the second party in the year in which the leave is due.

Article (10):

The second party - if she is a female - is entitled to a full paid maternity leave for a period of (45) days, including official holidays, and she is also entitled to a full paid widowed waiting period.

Article (11):

In the event of an injury or illness that prevents him from performing his work temporarily, the second party is entitled to a sick leave of a full paid one month, and it may be extended for another two months with half the salary for each full year of the contract years, and he is entitled to the portion of the year that is appropriate to him of the mentioned

period. However, he is not entitled to sick leave if the injury or illness occurred while he was abroad on regular leave, and the sick leave is forfeited at the end of the year in which it was due.

Article (12):

The second party, in the event he is delegated within the Kingdom, is entitled to a daily delegation allowance of (.....) riyals. Whereas, in the event of delegation outside the Kingdom, the aforementioned allowance shall be increased at the same percentage determined for Saudi employees, and the class of boarding shall be the guest class.

(The government agency determines the amount of the delegation allowance according to the following:

- If the salary is less than (2655) riyals, he is entitled to a delegation allowance of (150) riyals.



- If the salary is (2655) riyals and less than (4530) riyals, then he is entitled to a delegation allowance of (200) riyals.
- If the salary is (4530) riyals and less than (7000) riyals, then he is entitled to a delegation allowance of (400) riyals.
- If the salary is (7000) riyals and more, he is entitled to a delegation allowance of (600) riyals.)

Article (13):

In the event that the workplace of the second party changes by moving it from one country to another, a salary of two months will be paid to him, with a maximum of (3000) riyals, provided that the move is not based on the desire of the second party, and this allowance may not be disbursed more than once during the year.

(In the event that the transportation is for two contractors, one of which is Mahram to the other, the government agency shall pay a single transportation allowance to the holder of the highest salary).

Article (14):

The first party may grant the second party an annual bonus at the beginning of each new year of his contract, provided that the amount does not exceed (5%) of his salary.

Article (15):

The first party is committed to the following:

- A. To enable the second party to work, and to establish the available appropriate work environment and occupational safety requirements.
- B. To grant the second party his wages, rights and financial benefits without delay, and not withholding his wages or part thereof without a legal or judicial basis.
- C. To register the second party in the specified database, and to offer him a certificate of experience upon request.
- D. To bear the governmental costs and fees determined for issuing and renewing the residency (Iqama) of the second party and his family members stipulated in this contract, at a maximum of four persons.



Article (16):

The second party is bound by the following:

- A. To abide by the provisions of the civil service law, its implementing regulations, and the relevant regulations and decisions.
- B. To carry out the job on site and allocate the work time to perform the duties of the job, follow the instructions and orders of his superiors, and do his best to professionally carry out the duties of work.
- C. To adhere to the provision stated in the Code of Conduct and Public Service Ethics, and to abstain from anything that violates honor, honesty and dignity, and to preserve secrets that he comes across during his work period.
- D. To commit to make good use of the tools, materials and equipment that he deals with while performing his work, and to maintain them, and to return his Custodies when his relationship with work ends.

Article (17):

The second party shall be subject to the regulations in force regarding the infliction of disciplinary penalties of the first party.

Article (18):

The appointment of the second party ends with resignation, death, cancellation of employment, health disability, or dismissal in the public interest, and in these cases, it shall be treated as follows:

- A. Upon termination of service due to resignation, expiration of the contract period, or death due to non-work reasons, the second party shall be granted a reward equivalent to half a month's salary for each full year of his service, provided that he has spent at least three consecutive years in service under the contract, with a maximum of (50000) riyal.
- B. In the event of the termination of his contract due to the cancellation of the job or dismissal in the public interest, the second party shall be granted compensation equivalent to the salary of two months or the salary of the remaining period of the contract, whichever is lesser.
- C. The second party, in the event of a permanent inability or disability that definitively prevents him from performing the work, or his heirs in the event of his death, shall be treated as a Saudi employee in accordance with the



provisions stipulated in the civil service law and its implementing regulations, provided that the disability or death arises due to work.

- D. In the event of a partial inability or permanent disability that does not prevent him from performing the work, the second party shall be treated in accordance with the provisions stipulated in the civil service law and its implementing regulations, provided that the partial inability or disability arises due to work.
- E. In the event of the death of the second party, the first party bears all the expenses necessary for transporting his body and transporting his family members to his home country. If the deceased was a member of the family of the second party stipulated in this contract, the first party shall bear the costs of transporting the body, and the companion shall be given a flight ticket with a reference to the guest class at the expense of the first party.

Article (19):

The first party may terminate the contract directly without the consent of the second party and without any compensation thereof, and he is not entitled to an end of service reward, if any of the following cases are occurs:

- A. If the displacement decision has not been implemented without a legitimate excuse within fifteen days from the date the displacement is required.
- B. In the event that after the end of his leave, the end of his training period, or any permissible period of absence, he does not return to his work within fifteen days without giving a legitimate excuse.
- C. In the event that he does not perform his essential obligations arising from the contract, or does not obey the legitimate orders, or deliberately fails to follow the instructions of the first party.
- D. If he assaults his superiors, employees, or clients during or because of work.
- E. If it is proven that he has committed dishonorable or bad behavior or committed an act that violates honor or faithfulness
- F. If it is proven that he resorted to fraud to get the work.
- G. Disciplinary dismissal.
- H. Sentencing him to a legitimate penalty or a crime that violates honor or faithfulness, or with imprisonment for a period exceeding one year.



Article (20):

The second party acknowledges that he has been acquainted the contract, civil service law and its implementing regulations, and relevant decisions, and has understood them all without any ambiguity, and has fully accepted the contract and agreed upon the contents stated in all of its articles.

Article (21):

In the event that a dispute arises between the two parties regarding this contract, it shall be resolved amicably. In the event that it cannot be resolved amicably, the competent authority to examine this is the administrative judiciary.

Article (22):

- A. Where no text is mentioned in this contract, the civil service law and its implementing regulations shall be applied to the second party.
- B. If there is a change in the legal form of the first party by changing the name, merging, division, or otherwise, this contract will remain in effect and continuous whenever the first party deems it appropriate.
- C. It is not permissible to make any amendment to any of the terms or provisions of this contract except by a written agreement signed by the parties and included as an appendix to the contract.
- D. All the sums paid to the second party or the cash and in-kind benefits that he enjoys under this contract are subject to taxes, fees and other costs imposed upon him in the Kingdom from the date of signing the contract and any amendments that occur thereto.

Article (23):

Notices related to this contract shall be made in writing by e-mail or at the address indicated to each of the parties at the forehead of this contract, or by handing them over in against a proof of receipt or by registered mail, and thus are considered to be legally effective.

Article (24):



This Contract has been concluded in Arabic in two original copies, one dully signed copy per each party to act upon.

First Party

Name:

Signature:

Second Party

Name:

Signature:

The second party's undertaking of the job duties:

On, Date: / / 14__ AH, corresponding to: / / 20__ AD.

Signature:



Human Resources and
Social Development