



QFC Employment Code

Preamble

The QFC Authority (QFCA) administers the QFC Employment Regulations and the QFC Immigration Regulations which collectively govern employment and sponsorship of QFC Employees and their Family Members in the State of Qatar.

The Employment Regulations create a framework for the Employer and Employee to contract freely on the terms of employment as they wish, subject to certain minimum requirements intended to protect Employees. The Employment Regulations cannot be read without reference to the Immigration Regulations in respect of Employees sponsored by the Employer (Sponsored Employees). All Sponsored Employees are subject to the requirements of the Immigration Regulations which advance the requirements and policies of the State on the right of non-Qatari Nationals to be employed and to reside in the State.

Recently it has come to the Board's attention that QFC Employers and Employees may not be fully aware of their respective rights and obligations under these Regulations. The QFCA Board now issues this Code to codify employment principles in the QFC. QFC Employers are required to ensure that a copy of the Code is provided to each current Employee. Employers must also ensure that each prospective Employee is aware that residency in the State is coterminous with sponsorship and employment.

THE QFC EMPLOYMENT CODE

1. **Freedom to Contract:** The Employer and Employee have freedom to contract on the terms of employment, except in relation to those matters that are prescribed in the QFC Employment Regulations.
2. **Employment Contract in Writing:** The agreement reached on the terms of employment must be recorded in an Employment Contract which must be signed by both the Employer and Employee.

The Employment Contract must address at a minimum: the job title/description, the terms of any probationary period, the salary, the salary payment schedule, whether the contract is for a fixed term or is unlimited, the notice periods for termination, the place of work, work hours, annual and sick leave, reference to any disciplinary procedures applicable to Employees and grievance procedures.

3. **Transparent Terms of Employment:** All material terms of employment that are not addressed in the Employment Contract must be addressed in the Employer's human resources policies, which must be open to inspection by all Employees.

4. **Documented Entitlements:** The Employment Contract may contain any other term(s) agreed between the Employer and Employee that is not contrary to the Employment Regulations.

Employees will not be able to claim any entitlement that is: a) not specified in the Employment Contract; b) not a benefit expressly applicable to the Employee under the terms of the Employer's human resources policies; or 3) not otherwise mandated by the Employment Regulations.

5. **Governing Law:** The Employment Agreement must specify that the Agreement is governed by the QFC Law and the QFC Employment Regulations issued under it.

6. **Employment Standards Office (ESO):** The Employee has a right to file grievances against the Employer with the QFC ESO and the Employer must inform Employees that the ESO functions are exercised by the Legal Department of the QFCA. Except in unusual circumstances involving irreparable harm, the ESO will not accept cases unless the Employee has first exhausted the internal grievance procedures of the Employer.

7. **Responsibility of Sponsor:** The Employer is responsible for any Employee it sponsors until such time as the Sponsored Employee either: a) departs the State; or b) the Employee's sponsorship is transferred to another employer in the State, whether in the QFC or outside the QFC. The Employer may not permit an Employee whom it sponsors to be employed by any other employer in the State except in accordance with the Immigration and Employment Regulations. Upon termination of employment, the QFC Employer may withhold up to 50% of any final financial settlement owed to the Employee, up to a period of thirty (30) days, until either the Employee's Residency Permit has been canceled or documents have been filed with the Ministry of Interior to transfer the Employee's sponsorship consistent with Code 8 below.

8. **No Residency Without Sponsor/Employer:** A Sponsored Employee who is terminated from his employment may not remain in Qatar unless he is able to transfer sponsorship to a new employer. If documents are not filed with the Ministry of Interior to transfer the sponsorship of the Employee within thirty (30) days of the termination of the Employment Contract the Employer must take steps to cancel the Sponsored Employee's (and any Family Member's) Residency Permit. The Sponsored Employee (and any Family Members) must leave the State within seven (7) days of the date of cancellation of the Residency Permit(s).

9. **Termination:**

a. **With Notice:** Employment may be terminated by the Employer or Employee for any lawful reason at any time accordingly to the notice provisions of the Employment Contract.

b. **Without Notice:** Employment may be terminated without notice for misconduct consistent with Article 24 of the Employment Regulations. In the case of a Sponsored Employee, such Employee must be given a two (2) week period from the date of termination in which to provide the Employer his passport so that his Residency Permit can be cancelled.

10. **Obligation to Permit Transfers of Sponsorship:** Employers must take all steps necessary to permit their Employees, whether Sponsored or not, to transfer to another employer in the State, whether in the QFC or not. This includes providing all

documentation required under State or QFC requirements, including all non-objection letters and consents.

- a. Disputes regarding the terms of termination, any alleged breach by the Employee of the terms of the Employment Contract and/or the amount of the financial settlement must be delinked from the Sponsored Employee's right to seek new employment in the State, whether in the QFC or not.
- b. In the event of a dispute regarding the termination, including the amount of the financial settlement the Employer may NOT withhold the non-objection letter pending resolution of such issues.
 - i. If there is dispute regarding amounts owed to the Employer, or an alleged breach of the Employment Contract, by the Employee the Employer may file a claim with the ESO or seek legal redress as provided for in the Employment Contract.
 - ii. If there is a dispute regarding amounts owed to the Employee, the Employee may file a claim with the ESO or seek legal redress as provided for in the Employment Contract. However, if the Employee signs a document agreeing to the final settlement and waiving all further rights against the Employer such document may constitute acceptance by the Employee of the final settlement amount.

Issued on February 8, 2010 at the Qatar Financial Centre, Doha, State of Qatar by



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