

Employment Regulations

FREE ZONES AUTHORITY - STATE OF QATAR

PART 1 - Preliminary Rules

Article 1 - Citation

These Regulations will be cited as the Employment Regulations.

Article 2 - Definitions

In application of the provisions of these Regulations, the following words and phrases will have the meanings shown against each:

Authority:

will have the meaning given to it in the Free Zones Law.

Basic Wage:

the rate of payment for the work done by the Employee in a certain period of time or on the basis of piece or production and includes periodic increments only.

Board:

will have the meaning given to it in the Free Zones Law.

Competent Medical Authority:

the authority specified by the Ministry of Public Health.

Court:

the competent court in accordance with the Free Zones Legislation.

Employee:

every natural person working for a Wage and under the direction and supervision of an Employer with an Employment Contract.

Employer:

a Free Zone Entity employing one or more Employee in return for a Wage.

Employment Contract:

agreement concluded between the Employer and the Employee, for a definite or indefinite period, by virtue of which the Employee undertakes to carry out prescribed work for the Employer under the direction and supervision of the Employer, for a Wage.

Free Zone:

will have the meaning given to it in the Free Zones Law.

Free Zone Entity:

an entity that is incorporated or registered in a Free Zone.

Free Zones Law:

Law Number (34) of 2005 as referred thereto.

Free Zones Legislation:

the Free Zones Law, these Regulations and any other regulations issued pursuant thereto, rules, policies, resolutions, decisions or orders issued from time to time in connection with the Free Zone.

Licence:

a permission to carry out one or more permitted activities issued by the Authority to a Free Zone Entity pursuant to the Free Zones Legislation.

Licensing Regulations:

the Regulations issued by the decision of the board of directors of the Free Zones Authority No (DFZ/21) of 2020.

Manager:

one (1) or more natural persons appointed by the Employer in the Free Zone to perform management work and to be the principal representative(s) of the Employer both within the Free Zone and in all matters before or otherwise involving the Authority.

Regulations:

these Employment Regulations including any rules, policies, resolutions, decisions, or orders issued under or in connection with these Regulations.

Schedule of Fees:

the schedule of fees listed in Schedule 3 of these Regulations as issued and updated from time to time by the Authority.

Schedule of Sanctions:

the schedule of sanctions set out in Schedule 2 of these Regulations as issued and updated from time to time by the Authority.

State:

the State of Qatar.

Wage:

basic Wage plus all commissions, allowances, and bonuses paid to the Employee in return for or in respect of work of whatever kind and means of calculation.

Work-related Injury:

any occupational diseases listed in Schedule 4 of these Regulations as issued and updated from time to time by the Authority, or any injury resulting from an accident occurring to the Employee in the course of or due to the performance of the work, or during the period of going to or returning from work, provided that going to and from work does not witness any unreasonable stop, delay, or deviation from the normal route.

Article 3 - Interpretation

In these Regulations, a reference to:

- (a) a law includes all amending or supplementary legislative instruments, or secondary or subordinate executive regulations, including decrees, regulations, decisions, policies, or orders issued by the Authority, or any other competent State authority having power over the Free Zone, made under that law as amended, restated, or re-enacted;
- (b) a provision of any law or regulation includes a reference to that provision as amended, restated, or re-enacted;

- (c) the singular includes the plural and vice versa;
- (d) a year, month or day means a year, month, or day of the Gregorian calendar;
- (e) the masculine gender includes the feminine gender or legal bodies;
- (f) a document or deed in “prescribed form” is a reference to that document or deed in the form prescribed by the Authority;
- (g) “in writing” or “written” includes any form of representing or reproducing words in a legible form; and
- (h) a person includes any physical or legal person, including a branch, company, partnership, unincorporated association, government, or state, including any governmental department, body or authority.

(2) The headings in these Regulations do not affect interpretation thereof.

(3) Any reference to an article, a sub-article, a paragraph, or a sub-paragraph in these Regulations without further specification is a reference to an article, a sub-article, a paragraph, or a sub-paragraph of an article in these Regulations.

(4) Any reference in these Regulations to “include”, “including”, “in particular”, “for example”, “such as” or any similar expressions will be considered as illustration or emphasis only and is not to be construed so as to limit the generality of any words or texts preceding them.

(5) Any reference to a document or instrument requiring certification by a legal person may be signed by an authorised signatory on behalf of the said person.

(6) Wherever in these Regulations an obligation or duty is placed on an Employer in a Free Zone (in its capacity as the Employer) or a Free Zone Entity is authorised to do any act, then unless it is otherwise provided, such obligation, duty or act may be carried out by the Manager of the Free Zone Entity.

(7) Any reference to the “Authority” includes any person who has been delegated or granted powers by the Authority to regulate, develop, operate, or manage any Free Zone in accordance with the Free Zones Legislation.

Article 4 - Application

(1) These Regulations regulate, among other things, the rights and duties of Employers and Employees in the Free Zone Entities and the relationship between them.

(2) These Regulations will not apply to persons who are employed as consultants or agents hired by the Employers including persons on secondment and employees outsourced by another entity.

(3) The Employer may not employ any individuals under the age of eighteen (18).

(4) In accordance with the Free Zones Legislation, any person employed within the Free Zone will not require further permit or consent in the State in order to work in the Free Zone.

(5) The rights and duties of Employers and Employees, and their relationship will be governed exclusively by these Regulations.

Article 5. Equality and Non-discrimination

(1) An Employee's Wage must be based on the work to be performed in accordance with the Employee's Employment Contract and an Employer must not directly or indirectly, discriminate against any Employee with respect to the Employee's compensation, terms, conditions, or privileges of employment, because of such individual's age, race, colour, religion or belief, sex, national or social origin, marital status or mental or physical disability, or to carry out any act that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an Employee or impair or prejudice equal opportunity and equal treatment because of race, colour, religion, sex, national or social origin or disability.

(2) For the purposes of these Regulations, if any benefits are conferred in favour of Qatari Employees such benefits would not be considered a breach of the prohibition of discrimination.

Article 6. Approved Language

Employment Contracts, other documents, instructions, and records referred to in these Regulations will be in the English language and the Employer will take measures to ensure that the Employee understands their content.

Article 7. Legal Proceedings

All legal proceedings filed by Employees or their heirs to claim rights arising from the provisions of these Regulations or from the Employment Contract should be settled expeditiously and will be exempted from judicial fees.

PART 2 - Employment Terms

Article 8 - Employment Contract

- (1) The Employer and the Employee will enter into a written Employment Contract before the Employee commences the work.
- (2) The Employment Contract must be made of two (2) copies with each party holding a copy.
- (3) The Employment Contract must include the following:
- (a) the full particulars of the Employer and the Employee including names, identification or registration number, address, place of residence, profession, nationality and qualifications;
 - (b) the date of signing of the Employment Contract and a determination whether the work is for a definite or indefinite duration;
 - (c) the nature and type of work and the place of contracting;
 - (d) the date of commencement of work;
 - (e) the duration of the Employment Contract if it is definite;
 - (f) the Employee's Wage or method of calculation;
 - (g) the periods in which the Wage is paid and the date of payment;
 - (h) the job title or job description;
 - (i) the place of work;
 - (j) any terms or conditions relating to hours of work and periodic leave;
 - (k) for part-time Employment Contracts, hourly basic rate of pay (if applicable), number of working hours per day or per week, number of working days per week or per month; and
 - (l) any other data requested or determined by the Authority.
- 4) Employment Contracts may be for a definite term or an indefinite term.
- (5) A definite Employment Contract is a contract of a fixed duration for which the parties have agreed on a commencement and expiry date. Such duration must not exceed five (5) years and it may be renewed for one (1) or more similar periods subject to the agreement of both parties.

(6) If the Employment Contract is not renewed but the parties continue to abide by its terms after its expiry, the Employment Contract is deemed to be renewed on the same terms and conditions for an indefinite period. The renewed duration will be considered to be an extension of the previous duration and the Employee's total period of service must be calculated from the date the Employee commenced employment with the Employer for the first time.

(7) Employment Contracts may be for the performance of specific work and such contracts will expire on completion of performance. If the performance of the work is renewable by its nature and the Employee continues to carry out work after completion of performance of the initial scope of work, the Employment Contract will be considered to have been renewed for other similar periods with the agreement of both parties.

(8) If the Employment Contract is not written, the Employee may prove the employment relationship and the rights arising therefrom by all means of evidence.

Article 9 - Part-time Employees

(1) A part-time Employee is an Employee who works fewer hours than the standard fulltime working hours determined by an Employer for full-time Employees pursuant to Article 20.

(2) Under a part-time Employment Contract, the Employee may work fewer hours, fewer days, or fewer hours and days than a full-time Employee.

(3) Subject to provisions of these Regulations, a part-time Employee has the same rights granted by these Regulations as a full-time Employee.

(4) The entitlements of a part-time Employee under these Regulations must be calculated on a pro-rata basis.

(5) However, in cases where a part-time Employee works the same number of days in a week as a full-time Employee, the number of days entitlement to each of the periodic leave, sick leave, maternity leave, notice period, and public holidays must be calculated as if the part-time Employee was a full-time Employee.

Article 10 - Probation Period

(1) The Employment Contract may include a requirement that the Employee performs a probation period, provided that:

(a) the probation period must not exceed six (6) months from the employment start date; and

(b) there is no more than one (1) probation period with the same Employer.

(2) The Employer may terminate the service of the Employee during the probation period, if the Employer establishes that the Employee is unsuitable or does not have the capacity to perform the work for which the Employee has been employed, provided that the Employer gives the Employee written notice at least one (1) month before the date of termination.

(3) The Employee may terminate the Employment Contract within the probation period, provided that the Employee gives the Employer written notice at least one (1) week before the date of termination.

Article 11 - Obligations of the Employee

The Employee will comply with the following:

- (1) perform their duties and exercise all reasonable skill and care in the performance of work thereof;
- (2) perform the work himself and exert their best efforts in performing their duties;
- (3) adhere to the Employer's instructions concerning the performance of the work provided that:
 - (a) the instructions do not contravene the Free Zones Legislation, applicable laws of the State or the Employment Contract; and
 - (b) the implementation of these instructions will not subject the Employee or other Employees to danger;
- (4) not to work for a third party for or without a Wage unless mutually agreed between the Employee and the Employer;
- (5) preserve any raw materials, means of production, products, or other items which are in their possession or at their disposal and take necessary steps for the safe keeping and maintenance thereof;
- (6) observe the occupational health and safety instructions imposed by the Employer in compliance with the Free Zones Legislation;
- (7) provide assistance to prevent the accidents in the workplace or to mitigate their cause and/or consequences;
- (8) upgrade and develop skills and expertise in accordance with the requirements of the Employer and the Free Zones Legislation;
- (9) not disclose any confidential information of the Employer, during or after the termination of employment;
- (10) not use work tools or equipment outside the workplace without the consent of the Employer and keep such tools or equipment in the places designated therefor;
- (11) not accept gifts, remuneration, commission, or any sums for the performance of their duties except from the Employer or in accordance with these Regulations;
- (12) upon termination or expiry of the employment, return all property, assets, equipment, tools or unused materials of the Employer at their disposal or in their possession to the Employer; and

(13) upon termination or expiry of the employment, and unless the Employee will be employed by another person within the State or another employer in the Free Zone, provide all necessary assistance required by the Employer to cancel their residence permit or work visa and settle all affairs within the State as requested by the Employer.

Article 12 - Ability to Work

(1) The Employer must provide the Employee with all tools and resources necessary to enable the Employee to perform the work for which the Employee has been employed.

(2) If the Employee arrives at their workplace ready to perform their duties but cannot do so for reasons beyond their control, the Employee will be regarded as having worked and will be entitled to all dues stipulated in their Employment Contract.

Article 13 - Scope of Employee's Duties

(1) The Employer will not assign any of its Employees to carry out work other than the work hired for unless such work:

- (a) is required for the prevention of any accident;
- (b) is to carry out any remedial action; or
- (c) is performed as a result of a force majeure or in an event beyond the control of any person,

provided that the Employee is paid the dues accrued therefrom.

(2) Notwithstanding sub-article (1) of this Article, the Employer may assign any of its Employees to perform tasks other than the ones they are hired for if:

- (a) the work is temporary in nature; or
- (b) the work does not substantially differ from the original scope, and as long as the work does not entail any harm or danger to the Employee,

provided that the Wage of the Employee will not be reduced.

(3) The Employer employing ten (10) Employees or more undertakes to prepare a written regulation to organise the workplace. Such a document must be displayed in an area where Employees have access to it.

Article 14 - Liability of Employer for Employees' Conduct

(1) The Employer is liable for actions of the Employee committed within the performance of their work.

(2) The Employer is not liable for the Employee's actions if the Employer proves they have taken reasonable steps to prevent the Employee from doing that action, or from doing, in the course of employment, similar action.

PART 3 - Payment of Wage

Article 15 - Payment of Wage

(1) The Wage paid to the Employee must not be less than the amount of the national minimum wage level and any agreement made otherwise will be void.

(2) Wage and other payments due to the Employee will be paid in Qatari Riyals and may be paid in any other currency if agreed upon in the Employment Contract.

(3) In respect of the Employee who is employed for an annual or a monthly Wage, the Employer must pay such Employee the Wage at least once a month and in all other cases, salaries must be paid at least once every two (2) weeks.

(4) The Employer must transfer the Wage on the due date to an account in the name of the Employee at one of the banks in the State or any other bank account in any jurisdiction as directed by the Employee.

(5) Before the commencement of any periodic leave, the Employer will pay the relevant Employee's Wage for the work performed up to the date of the leave along with the Wage for the leave period.

(6) The Employer will give its Employee a written itemised Wage statement that includes:

- (a) the amount of Wage payable;
- (b) the amount of any deductions, if any, from that payment; and
- (c) the reasons for which such deductions were made.

(7) The Employer must provide the Authority with periodic reports, (at times prescribed by the Authority, and in the form prepared for that purpose) which details the payments made to their Employees together with evidence of such payments.

(8) If the Employer fails to comply with any of their obligations under sub-articles (1) to (7) of this Article, the Authority may undertake any of the following:

- (a) stop accepting and processing applications for issuing new work visas and for hiring new Employees;
- (b) stop Employer's all other new and outstanding requests with the Authority; or
- (c) suspend any other services or restrict the movement of goods, products, and persons from entering and exiting the Free Zone.

(9) Sums due to the Employee or their heirs under these Regulations will have priority over all other assets and debts of the Employer, including any debts owed to the Authority and to the State.

(10) The Employee will not be obligated to purchase foodstuff or other items from certain places designated by or belonging to the Employer.

(11) If the Employee causes any loss, damage or destruction of machinery, product, or equipment, he must compensate the Employer provided that an investigation into such matters will be carried out by the Employer prior to compensation. The Employer may deduct the compensation amount from the Employee's Wage in line with Article 16 of these Regulations.

Article 16 - Unauthorised Deductions

(1) The Employer must not deduct from the Employee's Wage or accept payment from the Employee, unless:

- (a) the deduction or payment is required or authorised by the Free Zones Legislation or the Employment Contract;
- (b) the Employee has agreed in advance and in writing to the deduction or payment;
- (c) the deduction or payment is a reimbursement for an overpayment of entitlements or expenses;
- (d) the deduction or payment has been requested by the Authority;
- (e) the deduction or payment is decided by a court ruling. In the event of seizure in the implementation of court rulings, the payment of the legal alimony debt will have priority over other debts;
- (f) the deduction or payment is a payment for a loan made available by the Employer to the Employee;
- (g) the deduction is made as a result of a sanction imposed by the Employer in accordance with Article 38(3)(b); or
- (h) the deduction or payment is made as a compensation as a result of the Employee causing loss, damage or destruction of machinery, product, or equipment in accordance with Article 15(11).

(2) The Employer must ensure that the total amount of deductions made on a monthly basis pursuant to this Article does not exceed:

- a) thirty-five percent (35%) of the Employee's monthly Wage if the deduction is made as per paragraph (e) in sub-article (1) of this Article;
- b) ten percent (10%) of the Employee's monthly Wage if the deduction is made as per paragraph (f) in sub-article (1) of this Article;

- c) an amount equivalent to five (5) days of the Employee's monthly Wage if the deduction is made as per paragraph (g) in sub-article (1) of this Article;
- d) an amount equivalent to seven (7) days of the Employee's monthly Wage per month if the deduction is made as per paragraph (h) in sub-article (1) of this Article; or
- e) fifty percent (50%) of the Employee's monthly Wage if the deduction is made as per paragraphs (a) to (h) in sub-article (1) of this Article 16. In case the deductions exceed that rate within one (1) month, the excess will be deducted from the following month(s).

Article 17 - Employee Loans

The Employer may, upon an Employee's request, grant the latter interest-free loans at the Employer's own discretion. Repayment of the loan by way of deductions will be made in accordance with Article 16 above.

Article 18 - End of Service

- (1) Unless termination occurs pursuant to Article 33 of these Regulations, the Employee who has completed one (1) continuous year of service will be entitled to end of service gratuity of no less than three (3) weeks' last Wage of the Employee for every year of employment.
- (2) The Employee will be entitled to end of service gratuity for the fractions of the year in proportion to the duration of their employment.
- (3) The Employer will be entitled to deduct from the gratuity all amounts owed to them by their Employee in accordance with the Free Zones Legislation.
- (4) The Employer will not be required to comply with sub-article (1) of this Article if it maintains or makes available a retirement or pension scheme for its Employees which is on more favourable terms for them.

Article 19 - Social Insurance Law

- (1) Notwithstanding the provisions of these Regulations, Employers employing Qatari Employees will need to cooperate with the General Retirement and Social Insurance Authority and the Authority in relation to the implementation of the Social Insurance Law No. 1 of 2022.
- (2) The Authority may determine further rules, policies or orders issued in this respect.

PART 4 - Organisation of the Working Hours and Leaves

Article 20 - Working Hours

(1) Subject to sub-article (6) of this Article and Article 21 and Article 22 hereof or as determined by the Authority, the maximum working hours are forty- eight (48) hours per week and no more than eight (8) hours per day. The time spent on commuting between residence and work is not included in the calculation of working hours.

(2) The working hours must have one (1) or more intervals for prayers, meals and rest of no less than one (1) hour. Such intervals are not calculated in the working hours. In extending the rest intervals, the Employee cannot be required to work for more than five (5) consecutive hours. The Authority may specify types of work that are carried out without rest intervals.

(3) The Employee must be given a weekly paid rest of not less than twenty-four (24) consecutive hours and Friday will be the usual weekly day off for the Employees with the exception of shift Employees.

(4) If the work circumstances require the Employees to work during the usual weekly day off, they must be compensated for the hours they worked during their day off with another paid day or the Employee is paid the Basic Wage for the day off in addition to a minimum of one hundred and fifty percent (150%) increase of their Wage for that day. With the exception of shift employees, an Employee must not be requested to work for more than two (2) consecutive Fridays.

(5) The Employer must post in a clear place accessible to all Employees- a schedule of the full-time working hours followed in the workplace including date of closure, rest intervals and weekly rest.

(6) During the holy month of Ramadan, the Employee may not be required to work more than six (6) hours each day and thirty-six (36) hours per week provided that there will not be any deduction in Wage.

Article 21 - Overtime

(1) The Employee may be required to work additional hours to the normal working hours specified in Article 20 herein provided that the normal working hours do not exceed ten (10) hours per day, and eight (8) hours per day during the holy month of Ramadan, unless the work is necessary to prevent a gross loss, dangerous accident, repair or alleviate the consequences of such loss or accident.

(2) In the event of an overtime, the Employer must pay the Employee for the additional working hours at the rate of not less than their Basic Wage plus any additional amount agreed with the Employee, which will not be less than twenty five percent (25%) of the Employee's basic rate of normal working hour.

(3) Other than the shift Employees, the Employee who works between 9:00 pm and 3:00 am, will be entitled to overtime compensation equal to not less than one hundred and fifty percent (150%) of their basic rate of normal working hour.

Article 22 - Exceptions

Provisions of Article 20 and Article 21 hereof will not apply to Employees holding managerial or supervisory roles but will continue to apply to employees who act in a managerial or supervisory capacity on an irregular, temporary or exceptional basis.

Article 23 - Necessary Precautions for Particular Work Conditions

In respect of work being performed in open work sites during the summer periods the Employer will need to comply with the decisions of the Authority regarding the necessary precautions to protect workers from heat stress. The Authority may order the closure of the workplace for a period not exceeding one (1) month if the Employer fails to observe its obligations under this Article.

Article 24 - Official Holidays

(1) In addition to the other periods of leave set out in these Regulations or the Free Zones Legislation, each Employee will be entitled to a fully paid leave on annual basis in the following cases:

- (a) three (3) working days for Eid Al-Fitr;
- (b) three (3) working days for Eid Al-Adha;
- (c) one (1) working day for the National Day;
- (d) one (1) working day for the State Sports Day; and
- (e) occasional holiday for three (3) working days.

(2) If the conditions of the work require the Employee to work during any such holidays prescribed in sub-article (1) of this Article, the Employee will be compensated in accordance with Article 21 herein.

Article 25 - Periodic Leave Entitlement

(1) Subject to Article 26 herein, the Employer must give a full time Employee, who has been employed for at least one (1) continuous year in the service of the Employer, a paid periodic leave of no less than twenty-four (24) working days for an Employee who works six (6) days per week, and not less than twenty-one (21) working days for an Employee who works five (5) days per week.

(2) The Employee is entitled to leave for fractions spent during the year of service. The same applies to the first year of employment where annual leave is pro-rated to the period of service.

(3) The periodic leave is exclusive of other holidays to which the Employee is entitled to.

(4) The Employee is not entitled to payment in lieu of accrued untaken periodic leave except as permitted by the Free Zones Legislation or where:

- (a) service of the Employee is terminated; or
- (b) the Employer otherwise agrees.

(5) The Employee must not relinquish their right to the annual leave and any agreement to the contrary will be void.

Article 26 - Dates of Leave

(1) The Employee may take a periodic leave by obtaining the prior written consent of the Employer in accordance with the terms of the Employment Contract specifying the days on which periodic leave is proposed to be taken and subject to any requirement imposed by the Employer under this Article.

(2) The Employer may according to work requirements and upon providing written notice, request the Employee to take their periodic leave on specified dates.

(3) Notwithstanding the provisions of Article 25(5) herein, the Employee may, under the consent of their Employer, carry over up to half of their periodic leave to the following year.

Article 27 - Compensation of Periodic Leave

In case of expiry or termination of the Employment Contract for any reason, or consent of the Employer, Employee will be entitled to cash compensation for the due periodic leaves, equivalent to the Employee's daily Wage, which must be calculated based on the Employee's last day of employment Wage. Any agreement to the contrary will be void.

Article 28 - Sick Leave and Medical Care

(1) Subject to the provisions of this Article 28, the Employee who is absent due to illness is entitled to paid sick leave in any twelve (12) month period provided that the Employee has completed three (3) months of employment.

(2) The Employee is entitled to their Wage if the period of the sick leave does not exceed two (2) weeks. Should it be extended beyond that, the Employee will be entitled to half of their Wage for another four (4) weeks, provided in each case that a medical certificate issued by a licensed physician is produced. The extension of sick leave beyond the periods set out above will be unpaid until the Employee resumes work, resigns or is terminated for health reasons.

(3) The Employee may be terminated at the end of the twelfth (12th) week of sick leave if the Employer obtains a medical certificate issued by a licensed physician stating that the Employee cannot fulfil the duties reasonably expected in their current status.

(4) The Employee, who is absent from work due to illness, must inform the Employer as soon as possible. A medical certificate issued by a licensed physician detailing the Employee's status and length of sick period must be submitted by the Employee to the Employer if the sick status lasts for three (3) working days or more.

(5) The Employee is not entitled to compensation for sick leaves that he did not take during the twelve (12) months, or to the transfer of the sick leaves he did not take during the twelve (12) months to the next twelve (12) months.

(6) The Employer must obtain a medical insurance cover for its Employees.

Article 29 - Pilgrimage

(1) A Muslim Employee is entitled to a paid leave, not exceeding twenty (20) days, to go on a pilgrimage once during the period of employment.

(2) The Employer will specify the number of Employees who may be granted such pilgrimage leave annually as per the work requirements. The priority will be given to the Employee who has been employed for a longer period.

Article 30 - Work During Leave

The Employee must not, for or without a Wage, during any leave in accordance with the Free Zones Legislation, work for another Employer. If the Employee is in breach of this Article, the Employee will not be entitled to the Wage for the period of the leave and if payment has been previously made to him, the Employer will be entitled to deduct the relevant amount from the Employee's Wage.

PART 5 - Employment of Women

Article 31 - Female Employees, Maternity and Parental Leave and Pay

- (1) Considering the principle of equal remuneration between males and females employed to do the same job, a female Employee is entitled to the same rights granted to a male Employee performing similar work, including Wage, incentives and increments, training, and promotion opportunities.
- (2) Female Employees must not be employed to carry out arduous or dangerous work, work detrimental to their health or morals or work specified by the Authority as unsuitable for such Employees.
- (3) The Authority may specify the working hours applicable to female Employees.
- (4) A female Employee, who has been employed for a complete year preceding the expected week of childbirth will be entitled to paid maternity leave for a period not less than ten (10) weeks. Such paid maternity leave may include the period before and after childbirth provided that the period following delivery must not be less than thirty-five (35) working days. A paid maternity leave will be granted subject to a medical certificate issued by a licensed physician detailing the prospective date of childbirth. If the remaining period of such leave after childbirth is less than the period prescribed in this Article, the female Employee will be granted additional leave from her periodic leave entitlement or otherwise the remaining period will be deemed to be unpaid leave.
- (5) If the medical condition of the female Employee prevents her from resuming work after the end of maternity leave, such Employee will be entitled to going on an unpaid leave provided that:
- (a) the period of absence does not exceed sixty (60) consecutive and intermittent days; and
 - (b) a medical certificate of her condition from a licensed physician is produced to the Employer. Such unpaid leave will not affect any other leave entitlement of the female Employee to other leaves.
- (6) During the twelve (12) months period following the end of the maternity leave period, a female Employee must be entitled to nursing rest intervals of at least one (1) hour per day. Such rest intervals must be calculated as part of the working hours of the female Employee and must not result in a deduction of her Wage.
- (7) A female Employee will not receive any compensation in lieu of maternity leave.
- (8) The Employment Contract of a female Employee may not be terminated due to her marriage or taking maternity leave as set out in this Article 31.
- (9) The Employee (either a father or a mother) with a newborn will be entitled to fully paid parental leave for a period of three (3) days and the Employee is entitled to such leave for a continuous or intermittent period within six (6) months of the birth.

PART 6 - Termination of Employment

Article 32 - Termination of Employment with Notice

(1) Except as otherwise provided for in these Regulations, Employers and Employees must provide notice of their intention to terminate their employment relationship.

(2) The notice required to be given by the Employer or the Employee to terminate the employment contract must not be less than:

- (a) one (1) month if the period of employment lasts for two (2) years or less; and
- (b) two (2) months if the period of employment lasts for more than two (2) years.

(3) All such notices must be given in writing. During the notice period, the Employee and the Employer will continue to have the same rights and obligations as per the Employment Contract. The Employee will be entitled to their Wage and other incentives during such period if such Employee continues to perform their duties.

(4) This Article does not deter the Employer and the Employee from agreeing to a longer period of notice nor will it prevent either party from waiving notice provided that payment in lieu of notice is made.

(5) The Employer may not terminate the Employment Contract, notify the Employee of the termination or have the notice of termination expire whilst the Employee is on any leave specified in these Regulations.

(6) If the Employer requests the Employee not to attend the workplace to work during the notice period, the Employee must be paid their full Wage and other entitlements during such period.

Article 33 - Termination of Employment without Notice by the Employer

Notwithstanding what is included herein, the Employer may terminate the service of the Employee without notice in the cases set out below:

- (1) the Employee has assumed a false identity or nationality or submitted false information, documents, or certificates;
- (2) the Employee has committed an act or omitted to take any action that has resulted in substantial financial loss to their Employer;
- (3) the Employee has contravened more than once instructions relating to the health and safety of Employees despite receiving a previous written warning, provided that these instructions are written and announced in a visible place;
- (4) the Employee has committed a material breach of their Employment Contract or these Regulations;

- (5) the Employee has committed several contraventions of their Employment Contract or these Regulations without however amounting each to a material breach despite receiving a written warning for such contraventions;
- (6) the Employee makes unauthorised disclosure of confidential information of the Employer;
- (7) the Employee is found intoxicated with alcohol or under the influence of illegal narcotics while on duty;
- (8) the Employee physically assaults the Employer, their representatives, or other Employees during work or because of the latter;
- (9) the Employee is absent without a justified reason for more than seven (7) consecutive days or for more than fifteen (15) non-continuous days during a period of twelve (12) months; or
- (10) the Employee is found guilty by a final judgment for a crime of dishonesty or immorality.

Article 34 - Termination of Employment without Notice by the Employee

(1) The Employee may terminate the Employment Contract in any of the cases set out below:

- (a) the Employer defaults on its obligations under the Employment Contract or these Regulations;
- (b) the Employer or its representatives commits a physical assault or immoral act on the Employee or any of their family members;
- (c) the Employer or its representatives misled the Employee at the time of entering into the Employment Contract with the Employee as to the terms and conditions of the employment;
- (d) if continuance with the employment endangers the safety and health of the Employee, provided that the Employer is aware of the danger and did not remove any such danger; or
- (e) if a final decision is issued in the Employee's favour by the Court.

(2) Should the Employee terminate the employment for any of the reasons outlined in this Article 34, he retains their full right to receive their Wage, the end of service gratuity and all other contractual entitlements.

Article 35 - Exceptions to Termination in the Event of Merger or Transfer

(1) Notwithstanding any provision to the contrary under the Employment Contract or these Regulations, the service of the Employee will not be terminated in the event of a merger of the Employer with another person or transfer of the ownership for any reason.

(2) In the cases set out in sub-article (1) of this Article 35, the employment will be transferred to the new Employer, whether it is a related company (such as a subsidiary) or a company not related to the former Employer. The terms or conditions of the Employment Contract will remain the same unless agreed otherwise between the new Employer and the Employees.

(3) The successor will be jointly liable with the former Employer for the payment of the Employees' entitlements due from the former Employer.

Article 36 - Obligations upon Termination

(1) Upon the termination of the Employee, the Employer must comply with the terms of the Employment Contract in respect of the termination.

(2) The Employer will pay all due Wage, end of service gratuity (which the Employee will not be entitled to receive if termination occurs under Article 33 herein), dues and other amounts owing to the Employee before the end of the day on which the contract is terminated unless the Employee has abandoned the work without providing notice as required under Article 32 herein where the Employer will make all payments within seven (7) days from the date of termination.

(3) Upon termination or expiration of the Employment Contract, the Employer will return the Employee at their own expense to the place from where he was recruited or to any other place agreed upon between the parties.

(4) The Employer will complete the procedures for returning the Employee within two (2) weeks after the termination or expiration of the Employment Contract (regardless of the reason of termination) unless the Employee is engaged in another work within the State or within the Free Zone. The Employer will take all necessary actions to assist with the efficient transfer of the sponsorship of the Employee to the new Employer.

(5) The Employer must, upon termination or expiration of the Employment Contract:

(a) provide the Employee, at no cost, a certificate setting out the date of commencement of their employment, date of termination, type of work performed and the amount of Wage received; and

(b) return to the Employee certificates or any other documents deposited with the Employer.

Article 37 - Restrictive Covenants

(1) Any condition in the Employment Contract preventing the Employee from working for another Employer for the rest of their life or preventing them from carrying out any particular work, craft, or profession for life after the termination of employment is void.

(2) Notwithstanding the provision of the sub-article (1) of this Article, if the Employee has access to the clients or other sensitive or confidential information of the Employer, the Employer may require the Employee to not compete with the Employer or not participate in any undertaking that competes with the Employer or its business after expiration or termination of the Employment Contract.

(3) The validity of the condition set forth in sub-article (2) of this Article must not exceed one (1) year and will in any event be valid only if it is restricted as to its:

- (a) duration;
- (b) place; and
- (c) type of work,

to the extent necessary for the protection of the legitimate interests of the Employer.

(4) The non-compete clause will also be considered null in the cases stipulated in Article 34 of these Regulations, or if the Employer contravenes the provisions of Article 33 of these Regulations.

PART 7 - Disciplinary Sanctions

Article 38 - Disciplinary Power of the Employer

- (1) The Employer employing ten (10) Employees or more will be required to develop a disciplinary regulations setting out the contraventions, sanctions, compensations, and process for any disciplinary action. The Employer must place such disciplinary regulations in the workplace where Employees can easily access them. No regulation or amendment is enforceable unless Employees have had at least (fifteen) 15 days to consider them prior to their implementation.
- (2) The Authority may issue model regulations for Employers to adopt.
- (3) The disciplinary sanctions that may be imposed on the Employees are:
- (a) written warning addressed to the Employee, specifying the contravention committed and requesting compliance with the Employment Contract and these Regulations. The written warning must include a notification regarding the consequences of repeated contravention;
 - (b) deduction from the Employee's monthly Wage for a maximum of five (5) days per contravention;
 - (c) suspension of the Employee from working without the payment of Wage for a maximum period five (5) days per contravention;
 - (d) suspension of the Employee with pay should criminal charges be filed against the Employee until the matter has been resolved. If the Employee is proven innocent or the accusation was cancelled, the suspension will be considered void;
 - (e) postponement of annual increment for a maximum period of six (6) months where applicable;
 - (f) postponement of promotion for a maximum period of six (6) months where applicable;
 - (g) termination of the Employee's employment, with the right to end-of-service gratuity; or
 - (h) termination of the Employee's employment, without the right to end-of-service gratuity in accordance with Article 33.
- (4) The Employer will register the sanctions imposed on the Employees in the sanctions record, stating the name of the Employee, deduction amount, cause of imposition of the sanction and the date when made, provided that the records are subject to the inspection by the Authority. The return of deductions imposed on the Employees will be disposed by a method to be determined by a decision of the Authority.

(5) The Employer must observe the following in respect of any disciplinary action to be taken against the Employee:

(a) except for contraventions that constitute criminal offences, the Employee may not be accused of a contravention of any policy, rules, or procedure in the workplace after fifteen (15) days of the matter coming to the Employer's attention or the date on which the Employer should reasonably have been aware of such contravention, whichever being the shorter in duration;

(b) the Employee may not be penalised for a contravention unless such contravention or omission is directly related to the work, whether occurring during the work, at the workplace or outside the workplace;

(c) the Employee may be penalised only after being informed of the contravention and after investigating with him in writing by the Employer. The investigation of a minor contravention where sanctions imposed do not exceed a warning or deduction not exceeding one (1) day's Wage may be carried out through a meeting held by the Employer. Report of the investigation, whether written or not, will be recorded in the Employee's file;

(d) the Employee is entitled to seek legal representation during the course of an investigation at their own cost;

(e) the Employee may not be penalised more than once for a single contravention;

(f) sanctions may only be imposed by the Employer, or their authorised representative or manager present in the workplace; and

(g) sanctions may not be imposed for a contravention which has not been provided for in the disciplinary regulation.

(6) The Employee must be notified in writing of the sanction imposed on them and if the Employee refuses to be notified, the sanction will be announced in a conspicuous place at the workplace. If the Employee is absent from work, the sanction will be sent by means of a registered letter to their address stated in their file.

(7) The Employee may ask the Employer to reconsider the penalty imposed upon him within seven (7) days of being notified thereof. The reconsideration request must be processed within seven (7) days of submission and will be deemed implicitly rejected if no response is received within this period.

PART 8 - Occupational Health and Safety

Article 39 - General Duties

(1) Every Employer has a duty to take necessary precautions to protect the Employees during work from any injury or disease that may result from the works carried out at the workplace, from any accident, malfunction or damage in the machinery, equipment or from fire.

(2) Each Employer must ensure its health and safety guidelines and policies are displayed in a conspicuous area at the workplace where Employees will have easy access to them.

Article 40 - (Occupational Health and Safety Information)

The Employer will, at the commencement of work, inform the Employee of any work-related risks and hazards and the safety measures to be taken.

Article 41 - (Occupational Health and Safety Measures)

(1) Without prejudice to the Employer's general duties under Article 39 hereto, the Employer will:

- (a) provide and maintain a workplace that is safe and free from risks to the Employee's health, harassment, discrimination and, bullying;
- (b) ensure adequate systems, processes and guidelines are in place to promote a healthy and safe working environment and minimise risks to health and safety arising from the use, processing, storage, and transport of dangerous materials;
- (c) ensure that their Employees receive sufficient information, instruction, training and supervision on health and safety matters at the workplace and not allow Employees to operate machinery or perform hazardous tasks without proper training and supervision;
- (d) if food is supplied to Employees, its quality will be controlled;
- (e) provide and maintain adequate and safe access to and from the workplace;
- (f) ensure that its Employees periodically undergo medical examinations, particularly where such Employees are at risk of being exposed to contracting occupational diseases, and that are appropriately immunised;
- (g) maintain cleanliness and hygiene at the workplace (including all furniture, furnishings, and fittings) and take measures to ensure that the workplace has good ventilation (and that the temperature in all workplaces is reasonable), suitable lighting, potable water, and drainage;

- (h) ensure that every room where the Employee works has sufficient floor area, height, and unoccupied space for the purposes of health, safety, and care for Employees;
- (i) provide suitable and adequate sanitary conveniences at readily accessible places in the workplace;
- (j) carry out a periodic assessment of the workplace to identify any risks to health and safety, and revise any instructions and procedure as necessary;
- (k) provide workstations that are suitable for Employees and the nature of the work required to be carried out at the workstation;
- (l) provide appropriate first aid kit equipped with medicines, tools and equipment which must be placed in a conspicuous place in the place of work, accessible to workers and will be used by a worker trained to provide first aid services, if the Employer employs between five (5) and twenty-five (25) Employees;
- (m) provide a first aid kit for every group of up to twenty-five (25) Employees, if the number of Employees exceeds twenty-five (25), and if the number of Employees exceeds one hundred (100), the Employer must appoint a full-time nurse in the place of work in addition to the first aid kits;
- (n) allocate a clinic with at least one (1) physician and one (1) nurse, if the number of Employees exceeds five hundred (500); and
- (o) provide social services to be determined by the Authority, taking into consideration the nature and circumstances of the work area and the number of Employees in the place of work, if the number of Employees exceeds fifty (50).

(2) If the Employer refuses to take the required precautionary measures or if an imminent danger threatens the health or safety of its Employees, the Authority may, at the request of the Employee or on its own initiative, order that the Employer suspends its operations in all or part of the relevant premises until the cause of the danger is eliminated or the precautionary measures are taken. The Employer must continue to pay the Wage of its Employees in full during the period of suspension.

(3) The Employer must not dismiss or otherwise penalise, directly or indirectly, any Employee for:

- (a) taking reasonable actions to prevent or minimise the risks to health and safety in the workplace if the Employee has been specifically designated to do so; or
- (b) taking reasonable steps to deter serious and imminent danger or for refusing to return to the endangered place of work until the danger no longer exists.

Article 42 - Deduction for Providing Occupational Health and Safety Measures

The Employer may not deduct any sum from the Employee's Wage in return for providing occupational health and safety measures.

Article 43 - Obligations of Employees Related to Occupational Health and Safety

(1) The Employee may not carry out or refuse to carry out any task with the intention of hampering the implementation of the Employer's instructions concerning the protection of Employees and their safety or with the intention of damaging or interrupting the function of any appliances or equipment prepared for this purpose.

(2) The Employee will use the protective equipment and clothes meant for this purpose that must be provided to him by the Employer and will obey all instructions of the Employer aimed at protecting the Employee from injury and disease.

(3) Every Employee undertakes, while at work, to take reasonable care of their own health and safety and that of other persons who may be affected by their conduct.

Article 44 - Accommodation and Services

(1) An Employer, who employs Employees at locations distant from the cities and to which the usual means of transportation are not available will provide such Employees with:

- (a) suitable means of transportation or accommodation or both;
- (b) potable water; and
- (c) suitable foodstuff or the means of obtaining such suitable foodstuff.

(2) These locations will be those set out by the competent State authority or the Authority.

Article 45 - Work-related Injuries

(1) The Employer will notify the Authority of fire accidents, collapse or explosion that result in the suspension of work or one of its productive divisions for one (1) working day or longer within twenty-four (24) hours of the incident.

(2) If the Employee dies while performing their work, or as a result of their work suffers from a Work-related Injury, the Employer or their representative must immediately notify the Authority and the police of the incident.

(3) A copy of the notification submitted to the Authority and the police will be maintained by the Employer at the workplace. The notification will include the name, age, profession, address and nationality of the Employee and a brief description of the incident, where it took place and the actions taken for rescue or treatment.

(4) The Authority may, upon receipt of the report from the police, request that further investigation be carried out by the police or may initiate its own investigation if it deems necessary.

(5) Any Employee suffering from an occupational disease must be isolated from the source of the disease by either being granted sick leave or re-located to another area in the workplace. No Employee suffering from an occupational disease may return to work unless their fitness to work has been certified by a medical examination. Any Employee required to undergo a periodic medical examination will be entitled to their full Wage during the time of absence for such examination.

(6) The Employer must provide the Authority with periodic reports that include statistics on Work-related Injuries suffered at the workplace every six (6) months. A copy of such report will also be kept by the Employer at the workplace.

Article 46 - Treatment of Work-Related Injuries

(1) The Employee who sustains a Work-related Injury will be entitled to medical treatment appropriate to their condition at the Employer's expense, as prescribed by the Competent Medical Authority in the State.

(2) The Employee will be entitled to their Wage during the treatment period or for a period of six (6) months, whichever is earlier.

(3) If the treatment lasts for over six (6) months, the Employer will pay half of the Employee's Wage until their full recovery or receipt of evidence proving their permanent disability or death, whichever is earlier.

Article 47 - Compensation for Work-Related Injuries

The heirs of the Employee who dies as a result of a Work-related Injury or the Employee who suffers from a Work-related Injury resulting in partial or total permanent disability will be entitled to compensation. The amount of compensation must be calculated in accordance with the laws and regulations of the State and the injury resulting into total disability will be considered as death for the purpose of such calculation.

Article 48 - Exceptions to Compensation for Work-Related Injuries

The provisions of Article 46 and Article 47 hereof will not apply if any of the following cases are proved:

(1) the Employee intended to injure himself;

(2) the Employee was at the time of occurrence of the Work-related Injury or death under the influence of an illegal drug or alcohol which gave rise to the injury or death;

(3) the Employee contravened, on purpose, the health and safety instructions of the Employer or was grossly negligent in the carrying out of these instructions and such contravention or negligence were the cause of the Work-related Injury; or

(4) the Employee refuses, without a valid reason, to undergo medical tests or follow the medical treatment prescribed by the Competent Medical Authority.

Article 49 - Resolution of Medical Disputes

Any dispute between the Employee and the Employer as to the ability of the Employee to resume work or as to any other medical matter related to the Work-related Injury, or the treatment prescribed will be referred by the Authority to the Competent Medical Authority to be reviewed and resolved. Any decision issued by the Competent Medical Authority will be final and binding for all parties.

Article 50 - Limitation Period on Compensation Claims

The right of the Employee (or in the case of death, their heirs) to claim compensation for disability or death will expire within one (1) year from the date of the medical certificate confirming the disability due to the Work-related Injury or as of the date of the Employee's death.

Article 51 - Payment of Compensation

The Employer must pay the compensation for disability within a period not exceeding fifteen (15) days from the date of proof of disability of the Employee or from the date of announcement of the result of investigations confirming disability due to the employment.

Article 52 - Death

(1) If the Employee dies during the course of their employment, the Employer will, at their own cost, complete the procedures to return the corpse to the deceased Employee's home country or their place of residence, if required by the latter's family.

(2) If the Employer fails to return the corpse of its deceased Employee to their home country, the Authority may do that on the Employer's behalf and the Employer must reimburse all associated costs to the Authority.

(3) If the Employee dies during the period of their employment, the Employer must:

(a) within a period not exceeding fifteen (15) days from the date of death, deposit at the treasury of the Court the Wage or other entitlements due to the deceased Employee in addition to the end of service gratuity. The Employer will submit a record to the Court, detailing the method of calculating the sums due to the deceased Employee; and

(b) within a period not exceeding fifteen (15) days from the date of death or from the date of announcement of the result of investigations confirming death because of work, deposit the compensation for death at the treasury of the competent Court.

(4) The amounts deposited will be distributed by the Court to the heirs of the deceased Employee according to the provisions of the applicable personal inheritance law applying to the deceased Employee. If three (3) years have elapsed from the date of such deposit and the Court is unable to ascertain details of the beneficiaries or heirs of the deceased Employee, the Court will transfer such amounts to the public fund of the State.

PART 9 - Settlement of Individual Labour Disputes

Article 53 - Individual Labour Disputes

(1) If the Employee or Employer disputes any of the entitlements arising by virtue of the Regulations or the Employment Contract, then either party must in the first instance submit the dispute to a mediator at the Court, to attempt to settle the dispute through mediation.

(2) The mediator must, where possible, take the necessary measures to settle the dispute through mediation within a period not exceeding one (1) month from the date of the parties' request having agreed to mediate the dispute.

(3) Where the mediation results in an agreement, both the Employer and Employee must ensure that it is written at least in English and signed by both within seven (7) days of the agreement occurring.

(4) If the dispute:

(a) is not settled within the period referred to in this Article;

(b) one of the parties to the dispute refuses to comply with the agreement reached during the mediation; or

(c) no written agreement is produced or agreed to by the parties within the time specified,

the Employer or Employee can refer the matter to the Court.

(5) Unless either party can show cause why this Article has not been followed the Court will dismiss the case.

(6) Without prejudice to the provisions of Article 50 hereof, the legal proceedings claiming the rights arising from the provisions of these Regulations or from the Employment Contract will expire within one (1) year after termination of the contract.

PART 10 - Labour Organisations

Article 54 - Labour Organisations

(1) The Employees who work at a Free Zone Entity at which the number of Qatari Employees is not less than one hundred (100), will have the right to form a committee under the name of "Labour Committee". Not more than one (1) committee will be formed at the Free Zone Entity.

(2) Each Labour Committee will have a legal personality upon its establishment according to the provisions of these Regulations and will take care of the interests of its members, defend their rights and represent them in all matters relating to labour affairs.

(3) The Authority will specify procedures for forming labour organisations, the conditions, rights, statutes, restrictions, and membership thereof.

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PART 11 - Collective Bargaining and Joint Committees

Article 55 - Collective Bargaining and Joint Committees

- (1) A joint committee consisting of representatives of the Employer and the Employees may be formed in each Free Zone Entity having thirty (30) Employees and more.
- (2) Half of the committee's members must represent the Employer and the other half must represent the Employees.
- (3) The Authority will issue a decision to organise the conditions and procedures for the formation of joint committees.
- (4) The joint committee will study and discuss issues related to the work at the Free Zone Entity, and in particular, work organisation; ways to increase and develop production and improve productivity; Employees' training programs; means of prevention of risks and improvement of the level of compliance with the rules of occupational safety and health.

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PART 12 - Collective Labour Disputes

Article 56 - Collective Labour Disputes

(1) Collective labour disputes are every dispute between the Employer and all or some of the Employees, or between a group of Employers and all or some of their Employees related to a common interest of all or part of the Employees in a certain Free Zone Entity, profession, or trade.

(2) The Authority will specify procedures for resolving collective labour disputes.

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PART 13 - Record Keeping

Article 57 - Records

(1) The Employer must maintain the following records:

- (a) record and file of each Employee, detailing particularly their name, nationality, job description, Wage, date of commencement of work, address, marital status, academic and professional qualifications (along with copies of all papers and certificates), and leaves taken, any disciplinary measures taken against them, the dates and reasons of termination and the dues paid to them or their heirs;
- (b) record showing the amounts of Wage rewards paid to each Employee, any further entitlements paid to the Employee, the amounts of any deductions, and the net salary received by each Employee periodically;
- (c) record of the total sanctions imposed or paid by the Employee in any disciplinary action against them;
- (d) a medical file for each Employee which includes records of the dates of each medical examination, illness suffered, sick leave taken, and treatment undertaken, where relevant; and
- (e) record showing any Work-related Injuries sustained by any Employee.

(2) All the above records must be updated continuously and kept at the Employer's registered office and retained by the Employer for two (2) years after the employment terminates. If the Employer leaves the Free Zone prior to the expiry of the aforesaid two-year period, the Employer must retain all the above records at such place and in such form that permits such records to be accessible within a reasonable time for the remainder of the two (2) years period.

(3) The Employer must provide the following records to the Authority as specified below:

- (a) records of its Employees including any changes to such records as prescribed and at the times prescribed by the Authority and in the form prepared for such purpose;
- (b) periodic reports, (at the times prescribed by the Authority, and in the form prepared for such purpose) detailing the payments made to Employees in line with Article 15(7);
- (c) statistics on Work-related injuries at the times prescribed by the Authority in line with Article 45(6); and
- d) other records as required by the Authority.

PART 14 - Powers of the Authority

Article 58 - Power to Request Information and Documentation

(1) The Authority may exercise all powers granted to it pursuant to the Free Zones Legislation, including requiring the Employer or the Employee, by written notice, to:

- (a) provide to the Authority, in the manner and in the form prescribed in the Authority's notice, any information or documents, which the Authority may require for the exercise of its duties or powers under the Free Zones Legislation;
- (b) appear before an officer, inspector, investigator, or representative of the Authority at a specified time and place to answer questions in private; and
- (c) permit an officer or representative of the Authority or any other competent authority of the State to enter the registered office of or any business premises occupied by the Employer or the Employee for the purpose of obtaining or verifying any information or documents.

(2) The Authority's powers referred to in this sub-article (1) of this Article include the right to make copies of any documents developed by the Employer or Employee and require the Employer or Employee to certify the accuracy of the copies.

(3) The Employer and its Employees must fully cooperate in a timely manner and facilitate the task of the Authority, and respond to any requests from the Authority or any of its representatives, investigators, inspectors, advisors, or consultants for information or documents.

Article 59 - Power to Inspect

(1) Inspectors appointed and assigned by the Authority will monitor the application of the Free Zone Legislation related to the protection of the Employees and secure compliance with these Regulations and the Free Zone Legislation.

(2) The inspector may enter the workplace during working hours, at night or day, without prior notice, to inspect the registers, books, files, or any other documents related to the Employees, to ensure their compliance with the Free Zone Legislation and to prove the contraventions thereto.

(3) The inspector, to ensure adequate and effective means of protection of the Employees from health damages and work risks, may take or remove from any workplace for the purposes of analysis, samples of materials or substances used, handled or traded in the Free Zone Entity: examine the various machinery or appliance; take measurements, readings, recordings or photographs, while notifying the Employer or their representative of any samples or materials taken or used for such purpose.

(4) The inspector may question the Employer or their representative or any of the Employees in private or in the presence of witnesses, on any matter concerning the application of these Regulations.

(5) The inspectors may take any of the following actions:

- (a) addressing advice and guidance to the Employer or their representative or Employees on the method of removal of the contravention;
- (b) addressing a warning to the Employer to remove the contravention, specifying the type of contravention and the period necessary for the removal thereof;
- (c) preparing a record of the contravention and submitting it to the Authority for appropriate action; or
- (d) in the presence of serious occupational safety and health risks or workplace related accidents require the Employer to take immediate precautionary measures until the cause of the danger is eliminated and submit the matter to the Authority.

Article 60 - Power to Investigate

- (1) The Authority may appoint one (1) or more persons to investigate the affairs of the Employer or its Employees, to ensure compliance with the Free Zones Legislation.
- (2) The Authority will notify the Employer of the appointment of such investigator(s) in writing.
- (3) The investigator may, for the purposes of the investigation, look into the affairs of the Employer or any other corporate which is an affiliate of the Employer or any other person who is connected to such person.
- (4) The Authority may, based on a written notice, require the Employer to allow the investigator to enter the registered office of or any business premises occupied by the Employer if considered necessary for the purpose of carrying out the investigation pursuant to this Article 60.
- (5) The investigator must submit a report to the Authority as soon as practicable following completion of its investigation. The report will include the investigator's findings on whether the Employer is in contravention of any part of the Free Zones Legislation.

Article 61 - Complaints and Proceedings

Procedures for initiating and filing complaints, procedures for initiating and conducting investigations and taking decisions of enforcement actions, and procedures for appealing and reconsidering decisions of the Authority are set out in Schedule 1 of these Regulations.

Article 62 - Register

The Authority will establish and maintain a register in respect of each Free Zone Entity and its Employees and will file in such register details of all documents and supporting information received from each Free Zone Entity and its Employees which the Authority may request from time to time. The Free Zone Entity will notify the Authority of any changes to the above-mentioned details.

PART 15 - General Provisions

Article 63 - General Requirements

The Employer in employing the Employee must comply with the requirements of these Regulations and all Free Zones Legislation that relate to the employment and sponsorship of the Employee.

Article 64 - Minimum Standards

(1) The requirements mentioned in these Regulations represent the minimum standards in respect of the employment of the Employee by the Employer. A provision in an agreement to waive any of these minimum standards, except where expressly permitted under these Regulations or any Free Zones Legislation, will not be enforceable.

(2) Nothing in these Regulations precludes the Employer from providing in any Employment Contract terms and conditions of employment that are more favourable or generous to the Employee than those stipulated in these Regulations.

(3) Employers and Employees must comply with the terms of their Employment Contracts provided that such terms do not breach these Regulations or the Free Zones Legislation .

Article 65 - False Representations

The Employer must not induce, influence or persuade a person to become the Employee, or to work or to be available to work, by making any misrepresentation, including any misrepresentation in connection with the following:

- (a) the availability of a position;
- (b) the type of work;
- (c) the Wage amount and other benefits and allowances; or
- (d) any of the conditions of employment (made in writing).

Article 66 - Fees

(1) The Employer or the Employee must pay any fees due to the Authority as listed in Schedule 3 immediately upon the fee becoming due.

(2) Fees paid to the Authority are not refundable.

Article 67 - Sanctions

The Authority may impose sanctions for a contravention of the Free Zone Legislation as set out in Schedule 2.

Article 68 - Amendment of the Regulations

(1) The Employer and its Employees are required to comply with the version of these Regulations or any rules, policies, decisions, or orders supplementing these Regulations, or any other Free Zones Legislation as are currently in force and published on the Authority's website or by other means. No person will have a right to bring any claim or action against the Authority based upon any replacement, cancellation or amendment of these Regulations or any other Free Zones Legislation.

(2) These Regulations will enter into force six months after the date of their publication and be applicable to all Free Zone Entities incorporated or registered in the Free Zones on this date. Any agreement which is inconsistent with the provisions of these Regulations must be amended or supplemented by Employers and Employers must reconcile their position to conform with the provisions of these Regulations at the time of entry into force of these Regulations.

(3) The Authority may, within the scope of its jurisdiction, authority or powers, amend these Regulations from time to time, waive any requirements of these Regulations, or make such rules, policies, decisions, orders and regulations to supplement these Regulations as it considers necessary or appropriate to implement, carry out or enforce the Free Zones Law or any of the Free Zones Legislation.

SCHEDULE 1 - Complaints, Investigations, Proceedings and Appeal

Article 1 - Complaints

(1) An Employee, former Employee, Employer, or any other person may submit a complaint to the Authority informing it that a person has committed a contravention of the Regulations.

(2) Unless otherwise specified in the Regulations, a complaint must be filed with the Authority within thirty (30) days of the breach, must be in writing and contain the following:

- (a) name, national address and telephone number of the complainant and the complainant's representative (if any);
- (b) name, national address, and telephone number (if known) of the respondent;
- (c) details of the complaint including a concise statement of the relevant matters or alleged contravention, the relationship between the complainant and the respondent and the remedies sought by the complainant;
- (d) documents related to the alleged contravention attached to the complaint (if any);
- (e) the date, location and time of the contravention (if known);
- (f) the signature of the complainant or the complainant's representative; and
- (g) the date on which the complaint is filed.

(3) The Authority is under no obligation to accept, review, investigate or otherwise resolve a complaint howsoever brought to its attention and may, acting on its discretion, stop or suspend any such activity if:

- (a) the complaint is not made in the manner prescribed in the Regulations;
- (b) the Regulations do not apply to the complaint;
- (c) the complaint brought is frivolous, trivial or is not made in good faith;
- (d) the Employee has not taken the requisite steps specified by the Authority to facilitate the investigation of the complaint;
- (e) there is not enough evidence to prove the complaint;
- (f) the Authority or the Court have previously made a decision or an order relating to the subject matter of the complaint; or
- (g) the dispute that caused the complaint is resolved;

(4) No Employee will be penalised for filing a complaint with the Authority unless the Authority concludes that such complaint was in bad faith and has resulted in harm to the Employer.

Article 2 - Investigations

- (1) The Authority may conduct an investigation as it considers expedient to ensure compliance with the Regulations, regardless of whether or not it has received a complaint.
- (2) Before starting an investigation, the Authority must be satisfied that an investigation is a correct response in the circumstances. While determining whether or not it is appropriate to investigate a matter, the Authority takes into consideration any factor relevant to the case.
- (3) When accepting and reviewing a complaint made under Article 1 of this Schedule or carrying out an investigation, the Authority exercises the powers vested in it by the Free Zones Legislation.
- (4) The Authority will serve written notice on the person that is subject to investigation following the decision to carry out an investigation. Such notice must specify the purpose of the investigation and identify the appointed investigator.
- (5) The Investigator may if deemed appropriate hold scoping meeting to explain the investigative process, outline the nature of the Authority's concerns, introduce members of the investigating team and their respective roles, and discuss the Authority's information requirements.
- (6) A person is entitled to legal representation during the course of an investigation at his own cost.
- (7) During the investigation, the Authority may arrange for translation services to be provided if it takes the view that a party to the investigation requires this.

Article 3 - Investigation Report

- (1) At the conclusion of an investigation, the investigator(s) will consider all the evidence gathered and submit a report to the Authority as soon as practicable.
- (2) An investigation report provides the facts relevant to the issues under investigation and the findings of the investigation including, contraventions of any part of the Free Zones Legislation, if any.
- (3) The investigation report will also provide the Authority with recommendations, which include:
 - (a) dismissing the complaint and not taking any further action;
 - (b) imposing an enforcement action against the subject;
 - (c) taking any other action that is available or appropriate to the circumstances of the matter;
 - (d) referring the misconduct to another authority; or
 - (e) carrying-out additional investigations.

(4) If an investigation identifies contraventions and proposes to impose an enforcement action, the Authority may send the person subject to investigation a copy of the preliminary investigation report which stipulates the preliminary findings of the investigation and provide the person with the opportunity to comment on preliminary findings and correct any inaccuracies.

(5) It is entirely at the discretion of the Authority to decide whether it is appropriate to send the preliminary investigation report.

(6) The Authority produces an investigation report after consideration of any reply to a preliminary investigation report, if appropriate.

Article 4 - Decisions and Enforcement Actions by the Authority

(1) Without prejudice to any more severe penalty stipulated in any other law, rules or regulations applying in the Free Zone, the Authority, if satisfied that a provision of the Regulations has been contravened, may make a decision to that effect, and impose one or more of the following enforcement actions:

(a) order a person to

- i) comply with the requirement;
- ii) remedy or cease doing the relevant action or behavior; and

(b) order an Employer to

- i) reinstate a person in employment and pay the person any Wages lost because of the contravention;
- ii) pay all Wages due to an Employee;
- iii) pay a compensation;
- iv) pay a person any amount the Authority determines is owing under any provision of the Regulations;
- v) take within a specified period, any action the Authority considers reasonable, which eliminates or reduces the adverse effect on the complainant of any matter relating to the complaints;
- vi) pay an Employee, or other relevant person, reasonable and actual out of pocket expenses incurred because of the contravention; and
- vii) limit the working hours of Employees to the hours or schedule specified by the Authority;

(c) impose a financial sanction on an Employer in accordance with Schedule 2 of these Regulations and in an amount it considers appropriate but not exceeding the amount of the maximum penalty specified in that Schedule in respect of each contravention; or

(d) take any other action stipulated in the Free Zones Legislation, including:

i) refraining from processing applications for issuing work visas and hiring Employees;

ii) pausing all Employer's requests with the Authority;

iii) suspending any other services or restricting the movement of goods, products, and persons from entering and exiting the Free Zone;

iv) closure of the workplace for a period not exceeding one (1) month;

v) suspension of operation;

vi) suspension of the Licence; and

vii) revocation of the Licence.

(2) The Authority will consider the following factors when deciding whether to take any enforcement action and if so, in selecting the appropriate enforcement action, determine the appropriate level of that action:

(a) whether the contravention was intentional or reckless;

(b) previous history of compliance;

(c) seriousness and consequences of the contravention, number of Employees affected by the contravention;

(d) cooperation with the Authority regarding the contravention;

(e) moral repugnance associated with the contravention;

(f) the potential of the contravention to have a wider impact on the proper operation of the Free Zone; and

(g) aggravating, mitigating or other relevant factors.

(3) If satisfied that the provisions of the Regulations have not been contravened, the Authority will decide not to take any further action.

(4) The Authority may vary or cancel a decision regarding an enforcement action if circumstances change.

Article 5 - Notifying Others of Decision

(1) When the Authority makes a decision to impose an enforcement action on a person pursuant to Article 4 of this Schedule, it will do so with a written notice, setting out:

- (a) the proposed decision;
- (b) the reasons for that proposed decision, including any proposed findings of fact;
- (c) a copy of the relevant materials which were considered in making the proposed decision;
- (d) that the person may make written representations to the Authority concerning the proposed decision; and
- (e) that the time for making representations will be within a period of fifteen (15) days from the date on which the notice was given.

(2) The Authority may give an extension of time allowed for making representations.

(3) If the Authority receives no response or representations within the period specified in the written notice, or after considering the representations decides to make a decision, the Authority will, as soon as practicable, give another written notice to the person in relation to whom the power is exercised specifying:

- (a) the decision;
- (b) the reasons for the decision, including its findings of fact;
- (c) the date on which the decision is to take effect;
- (d) if applicable, the date by which any relevant action must be taken by the person; and
- (e) the person's right to seek an appeal of the decision by the Authority.

(4) On being served with a decision requiring the Employer to limit the hours of work of Employees, an Employer must display a copy of the decision in each workplace in locations where the determination can be seen by affected Employees.

Article 6 - Prejudice to the Interests of the Free Zone Entities or the Authority

(1) If the Authority concludes that any delay likely to arise as a result of complying with the procedures in sub-article (1) of Article 5 would be prejudicial to the interests of other Free Zone Entities or otherwise prejudicial to the interests of the Authority:

- (a) notice and representation procedures do not apply; and
- (b) instead, the Authority must provide the person with an opportunity to make representations to the Authority in writing within a period of fifteen (15) days, or such further period as may be decided, from the date on which notice is given.

(2) If the Authority does not receive any representations within the period specified in the notice, it must inform the person in writing that the decision is to stand (subject to appeal).

(3) If the Authority receives representations within the period specified in the notice, after considering the representations the Authority may decide to confirm, withdraw or vary the decision and it must as soon as practicable notify the person of the decision in writing.

Article 7- Grievances

(1) A grievance against the decisions of the Authority will be submitted by the concerned person to the Authority, within fifteen (15) days from the date of the decision notice.

(2) The grievance will contain the following information:

(a) the grievant's name, surname, capacity and address;

(b) the grieved-against decision, the date of its issuance and the date of its notification to the grievant;

(c) the grounds on which the grievance is based, the supporting documents, and explanatory memorandums;

(d) the specific requests of the grievant; and

(e) the preferred means for the grievant to receive the notices related to the review of the grievance, whether by fax or email or telephone or other means.

(3) The Authority will review and decide the grievance within thirty (30) days from its filing date and at the end of the review may rescind the order or may issue a new decision notice. The expiry of this period without a decision on the grievance will be considered and implicit rejection thereof.

(4) The decision notice will comprise a summary of the subject-matter of the grievance and the grounds upon which it is based. The grievant will be notified, in writing, of a copy of the decision within seven (7) days from the date of its issuance, by the means for notification as specified in his grievance.

(5) The decision on the grievance or the implicit rejection, will be final.

Article 8 - Non-mistreatment of an Employee

An Employer must not:

(a) refuse to employ or refuse to continue to employ a person;

(b) threaten to dismiss or otherwise threaten a person;

(c) discriminate against or threaten to discriminate against a person with respect to employment or a condition of employment; or

(d) intimidate or impose a monetary or other fine on a person;

because a complaint or investigation may be or has been made under the Regulations or because an appeal or other action may be or has been taken or information may be or has been supplied under the Regulations.

Article 9 - Obstruction of the Authority

A person must not engage in conduct, including, the:

- (a) destruction of documents;
- (b) failure to give or produce information or documents specified by the Authority;
- (c) failure to appear before the Authority at a specified time and place to answer questions;
- (d) giving of information that is false or misleading; and
- (e) failure to give assistance in relation to an investigation in a timely manner which the person is able to give, that is intended to obstruct the Authority in the exercise of its powers under the Regulations.

Article 10 - Obligation to Keep Information Confidential

Every person acting under the authority of these Regulations will keep confidential all information and records obtained or provided under the Regulations, except so far as the person's public duty requires or these Regulations permit the person to disclose them or to take official action on them.

Article 11 - Appeal of the Authority's Decisions

(1) A person directly affected by a final decision of the Authority may appeal the matter to the Court.

(2) Unless otherwise stated in the Free Zones Legislation, the appeal will be filed within sixty (60) days of receipt of the decision.

(3) The Court may grant a stay of the decision appealed until the disposition of the appeal and may impose conditions on the stay including requiring a party to provide a security deposit for all or part of a monetary order.

(4) The Authority will provide the Court with the records before the Authority at the time the decision was made, including any witness statement and documents considered by the Authority.

(5) The Authority is a party to an appeal under this Schedule of any decision under appeal and will comply with any Court directions.

SCHEDULE 2 - Schedule of Sanctions

Article 1 - Authority's Power to Impose a Sanction

If the Authority considers that any part or provision of the Regulations referred to in the annexed Table of Financial Sanctions of this Schedule 2 is being contravened by a Free Zone Entity, without prejudice to any other legislation carrying a more severe sanction, the Authority may impose a financial sanction specified therein.

Article 2 - Non-Payment of Financial Sanction and Repeated Contraventions

The amount of financial sanction will be doubled in cases of non-payment of the stipulated sanction within the prescribed time; or a repetition of a contravention which was previously subjected to sanction.

Article 3 - Administrative Action

The imposition of a financial sanction does not in any way prevent the Authority from undertaking any other enforcement action under the Free Zones Legislation, including, without limitation, the capacity of the Authority to suspend or revoke the License. Any enforcement action by the Authority is without prejudice to the obligation of the Free Zone Entity to pay any financial sanctions so imposed by the Authority.

Article 4 - Contraventions not Covered by Schedule 2

(1) Where a contravention of any provision of the Regulations (including Schedules) is not explicitly covered in the annexed Table of Financial Sanctions, the Authority, may charge an appropriate financial sanction up to thirty thousand (30,000) QAR.

(2) The appropriate level of financial sanction will be determined by the Authority considering the factors stipulated in Schedule 1.

Article 5 - Prescribed Financial Sanctions

The financial sanction corresponding to contraventions of provisions of Regulations are listed in the annexed Table of Financial Sanctions.

ANNEX

Table of Financial Sanctions

Article of the Regulations	Nature of Contravention	Maximum Financial Sanction for Each Contravention (QAR)
4 (3)	Employing individuals under the age of eighteen (18)	10,000
5	Discrimination against any Employee with respect to the Employee's compensation, terms, conditions, or privileges of employment, because of such individual's age, race, colour, religion or belief, sex, national or social origin, marital status or mental or physical disability	10,000
8	Failure to provide a written Employment Contract, non-compliance with the provisions of this Article	5,000
10	Probation period longer than 6 months	5,000
13 (3)	Failure to prepare and/or display a written regulation to organise the workplace	5,000
15 (1)	Paying Wage less than the amount of the national minimum wage level	20,000
15	Other contraventions of Article 15	5,000
16	Wage deductions and employee payments in breach of this Article	5,000
20	Non-compliance with the provisions of this Article	5,000
21	Overtime in excess of the regulatory limits	5,000
22	Application of the provision to employees who do not hold managerial or supervisory positions	5,000
23	Non-compliance with the decisions of the Authority regarding the work being performed in open work sites during the summer periods	20,000
24, 25, 26, 27, 28, 29	Non-compliance with the provisions of these Articles	5,000
36	Non-compliance with the provisions of this Article	10,000
38	Failure to develop and/or display a disciplinary regulation in the workplace	5,000
44	Non-compliance with the provisions of this Article	30,000
Part 8	Non-compliance with the other provisions of Part 8	10,000
57	Non-compliance with the provisions of this Article	5,000
58	Failure to cooperate in a timely manner, fully with and facilitate the task of the Authority, and respond to any requests from the Authority or any of its representatives, investigators, inspectors, advisors, or consultants for information, documents and appearance	5,000
59, 60	Obstruction from carrying out procedure stipulated in these Articles	5,000
63, 64, 65	Obstruction from carrying out procedure stipulated in these Articles	5,000
Schedule 1 - Article 9	Non-compliance with the provisions of this Article	5,000

SCHEDULE 3 Schedule of Fees

Type of Services	Fee (QAR)	Type of Fee
Attestation / Authentication - True Copy / Original seen	100	Usage Base
Standard Letter/NOC to 3rd Party	100	Usage Base
Non-Standard Letters	200	Usage Base

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SCHEDULE 4 Occupational Diseases

Operations and Works causing this Disease	The Disease
<ul style="list-style-type: none"> - Any work involving the handling or use of chrome, sodium chromate, potassium, zinc or any other material containing these compounds. - Any work involving the preparation or handling of nickel or any material containing nickel or its compounds. 	<ul style="list-style-type: none"> - Chromium poisoning and the subsequent ulcers and inflammation of the mucous membranes and skin. - Nickel poisoning and the resulting cancer of the mucous membranes of the nose, paranasal sinuses, airways and lungs.
<ul style="list-style-type: none"> - Any work involving exposure to carbon monoxide, in the course of preparation or use or upon its generation in some places such as surgeries, brick and lime kilns, wells and mines. - Any work involving the preparation, use or handling of cyanuric acid or its compounds, as well as exposure to the spraying or vapors of the acid and its compounds and materials containing the same. This includes the preparation and use of cyanuric acid in pesticides to spray the forests and plantations. 	<ul style="list-style-type: none"> - Carbon monoxide poisoning and the resulting complications. - Cyanuric acid poisoning and the resulting complications.
<ul style="list-style-type: none"> - All the operations that require the preparation or use of these materials and their compounds, such as the preparation and use of chlorine to disinfect water in the water desalination plants and chemical plants, and the use of fluorine in glass sculpture and water distillation and purification plants. - Any work involving the use or handling of these materials or exposure to their vapors or the vapors containing such materials, such as the paint industry, varnish and paints with the materials dissolved therewith, as well as the industry of eyeglasses' frames and the use of such materials as fat solvents in the cleaning and dyeing of clothes. - Works that involve exposure to high noise such as working in the maintenance and guidance of aircraft, roads, mining and other industrial works issuing high noise. - Works that involve exposure to cadmium fumes. - Any work involving exposure to beryllium smoke, dust or vapor or any of its compounds. - Crafts that require repeated use of the hand muscles, such as clerical work and working with telegraph equipment. 	<ul style="list-style-type: none"> - Poisoning with chlorine, fluorine, bromine and their compounds and the resulting diseases. - Poisoning with ethylene tetrachloride, ethylene trichloride and other halogenic derivatives such as hydrocarbon compounds. - Occupational deafness. - Cadmium poisoning. - Beryllium or any of its compounds. - Muscle spasm to the hand and arm muscles.
<ul style="list-style-type: none"> - All works involving standing for long hours continuously. 	<ul style="list-style-type: none"> - Varicose disease.
<ul style="list-style-type: none"> - All works involving exposure to nitrous acid and its vapors. 	<ul style="list-style-type: none"> - Nitrous smoke poisoning.
<p>Works involving the handling of the following materials:</p> <ul style="list-style-type: none"> - Alpha or beta naphthylamine. - Diphenyl or any of its derivatives. - Any salts of the previous materials. 	<ul style="list-style-type: none"> - Bladder and urinary tract cancer.
<ul style="list-style-type: none"> - Uramine or magenta. - Works related to the maintenance or cleaning of machines that produce or use these materials. 	
<ul style="list-style-type: none"> - Any work involving exposure to smoke, dust or vapor containing chlorinated naphthalene. 	<ul style="list-style-type: none"> - Chlorinated naphthalene poisoning.
<ul style="list-style-type: none"> - Any work involving exposure to smoke or vapor containing dioxine. 	<ul style="list-style-type: none"> - Dioxine poisoning.
<ul style="list-style-type: none"> - Any work involving constant exposure to industrial processes with high frequencies such as rocks punching and others. 	<ul style="list-style-type: none"> - Symptoms caused by the exposure to high vibrations.