AGREEMENT BETWEEN THE GOVERNMENT OF THE
SOCIALIST REPUBLIC OF VIETNAM AND THE
GOVERNMENT OF THE STATE OF QATAR
CONCERNING THE REGULATION OF MANPOWER
EMPLOYMENT IN THE STATE OF QATAR

The Government of the Socialist Republic of Vietnam and the Government of the State of Qatar (the Parties);

Desirous of strengthening the ties of friendship and cooperation between them;

Seeking to regulate the employment of Vietnamese manpower in the State of Qatar;

Have agreed as follows:

Article (1)
The Ministry of Labour, Invalids and Social Affairs of the Socialist Republic of Vietnam and the Ministry of Labour and Social Affairs in the State of Qatar shall lay down the necessary rules and regulations for the implementation of the provisions of this Agreement.

Article (2)
Recruitment of manpower from Vietnam and its entry and employment in the State of Qatar shall be regulated in accordance with relevant laws and procedures applied in the two countries.

Article (3)
1- The Ministry of Labour and Social Affairs in the State of Qatar shall present to the Ministry of Labour, Invalids and Social Affairs of the Socialist Republic of Vietnam the recruitment applications from employers in the State of Qatar for the employment of Vietnamese manpower. The Ministry of Labour, Invalids and Social Affairs of the Socialist Republic of Vietnam shall endeavor to meet such applications within the means available to it.
2- If an employer in the State of Qatar wishes to employ Vietnamese manpower with special qualifications, he shall specify such qualifications in his application to the Ministry of Labour and Social Affairs in the State of Qatar.
3- The Qatari employer, either himself or by authorizing a representative from among his staff or through a recruitment office authorized by the Ministry of Labour and Social Affairs, is permitted to follow up the procedures required for the selection of workers and their travel from the Socialist Republic of Vietnam to the State of Qatar.

**Article (4)**

Recruitment applications shall include the required qualifications, experience and specialization, the probable duration of employment, detailed conditions of work, especially the wages, end of service gratuity, probationary period and conditions and facilities regarding transport and accommodation as well as all basic information that may enable the workers to decide on signing the employment contract.

**Article (5)**

The Ministry of Labour, Invalids and Social Affairs of the Socialist Republic of Vietnam shall take the necessary measures to facilitate the medical examination procedures, obtaining passports or permission to travel and certificates of good conduct issued and authenticated by the competent authorities for the workers desiring to work in the State of Qatar as well as provide such workers with information on working conditions, expenses and living standards in Qatar.

**Article (6)**

The Government of the State of Qatar may take procedures to repatriate any number of Vietnamese workers on the expiry of the duration specified for their employment under their contracts of employment. It may also take the same procedures before the expiry of the duration specified in the contracts of employment when the needs for the employment comes to an end, provided that in this latter case the wages of the workers and other rights accruing to them under the contracts of employment concluded with them or under the Law of Labour of the State of Qatar be paid to them.

**Article (7)**

The Government of the State of Qatar may take procedures to repatriate any number of Vietnamese workers if their presence in the State of Qatar becomes contrary to public interest or the national security of the State. This shall be without prejudice to the rights accruing to the workers under the contracts of employment or the Law of Labour of the State of Qatar.

**Article (8)**

A- The employer shall bear all travel expenses of workers from the Socialist Republic of Vietnam to the work site in the State of Qatar when they first join work and shall also bear their travel expenses from Qatar at the end of their employment. The employer shall also bear the workers' two-way travel expenses during the leave period provided for in the employment contract. Such expenses shall not cover the cost of passport issuance and payment of any deposits.

B- The employer shall not pay the expenses of the worker for returning home in the following two cases:

1. If the worker resigns before the end of the employment contract.
2. If he commits a fault that necessitates his dismissal from work without warning and without payment of the end of service gratuity in accordance with the Qatari Law of Labour.

Article (9)
1- The conditions and terms of employing Vietnamese workers in the State of Qatar shall be defined by an individual work contract concluded between the worker and the employer in accordance with the Model Contract attached to this Agreement. The contract shall contain the basic conditions of work relating to duties and rights that are consistent with the provisions of this Agreement and the Qatari Law of Labour.

2- The contract shall be written in Arabic and English in four original copies, one of which is to be kept by the employer, the second by the worker, the third is to be deposited with the Ministry of Labour and Social Affairs of the State of Qatar and the fourth with the Ministry of Labour, Invalids and Social Affairs of the Socialist Republic of Vietnam.

Article (10)
The individual employment contract shall include the details of the employer's obligations concerning the worker's accommodation and its type, or the payment of an accommodation allowance, and his medical treatment.

Article (11)
The Arabic text of the employment contract is the one recognized by the Ministry of Labour and Social Affairs and the competent courts in the State of Qatar. The employer may not introduce any changes in the provisions of the employment contract unless that is more beneficial to the worker and upon the approval of the Ministry of Labour and Social Affairs in the State of Qatar.

Article (12)
The employment contracts shall be ratified by the Ministry of Labour and Social Affairs and the Embassy of the Socialist Republic of Vietnam to Kuwait in case the contracts are concluded in the State of Qatar. Contracts concluded in the Socialist Republic of Vietnam shall be ratified by the Ministry of Labour, Invalids and Social Affairs of the Socialist Republic of Vietnam and the Embassy of the State of Qatar to Thailand.

Article (13)
1-The competent authority at the Ministry of Labour and Social Affairs in the State of Qatar shall monitor the implementation of the provisions of this Agreement.

2-In case of a dispute between the employer and the worker arising from the employment contract, the complaint shall be lodged with the Ministry of Labour and Social Affairs for amicable settlement. If an amicable settlement is not reached, the dispute shall be referred to the competent judicial authorities in the State of Qatar.

Article (14)
The employment contract shall terminate on the date set for its expiration without a prior notice. If the employer wishes the contract to continue, he shall inform the
worker in writing of his wish to renew the contract at least thirty days before the expiry of the contract.

Article (15)
The worker is permitted to transfer to the Socialist Republic of Vietnam savings from his wages in accordance with the financial regulations followed in the State of Qatar.

Article (16)
The two sides shall establish a joint committee composed of not more than three members from each side to perform the following functions:

1. To coordinate between the two Governments the implementation of this Agreement and take the necessary measures in this regard.
2. To interpret the provisions of this Agreement in case of a dispute related to it and settle any difficulties arising in its application.
3. To review job opportunities available in the State of Qatar, including general information on development plans in the State of Qatar, the potential work opportunities under these plans, the types and classes of labour and needed skills, and the willingness of the citizens of the Socialist Republic of Vietnam to make use of them.
4. To propose review or modification of all or some of the provisions of this Agreement if necessary.

The committee shall alternately meet once a year in the two countries. It can also meet when the need arises.

Article (17)
Amendments of the provisions of this Agreement shall be made by agreement of the two Parties and following the same legal procedures required for the conclusion of this Agreement.

Article (18)
This agreement shall be subject to ratification by the two Parties and shall enter into force from the date of the exchange of its instruments of ratification. It shall remain in force for three years, renewable for a similar period, unless either Party requests its termination by a written notice six months before its expiry.

In witness thereof, the undersigned below, duly authorized by their respective Governments, have signed this Agreement.
Done in Hanoi on 3/1/1429 A.H. corresponding to 11/1/2008 in Arabic, English and Vietnamese, all texts are equally authentic. In case of any difference, the English text shall prevail.

For

The Government of the State of Qatar

Dr. Sultan Bin Hassan Al-Dhabit
Al-Dosari
Minister of Labour and Social Affairs

For

The Government of the Socialist Republic of Vietnam

Nguyen Thi Kim Ngan
Minister of Labour, Invalids and Social Affairs
Annex

Model Employment Contract

On..................................corresponding to..................................this contract was concluded between

1. Mr./..................................................as........................................
   His address is. ............................
   (First Party)

2. Mr./ ............................................., passport no. .........................
   ID/family card no. ............. residing in ..............at the following address....
   (Second Party)

Agreed on the following:

1. The Second Party shall work for the First Party as..........................in the State of Qatar in return for a monthly salary of ......................

2. Contract Period:

   A. This contract is for one year/two years starting from the date of the Second Party’s commencement of his job in the State of Qatar. The first six months shall be a probation period during which the First Party may terminate the contract by notifying the Second Party one week before the end of the six months and shall bear the expenses of the Second Party’s return to his homeland. If the worker successfully completes the probation period, the contract shall remain in force for the remaining period. The contract shall end on the date of its expiry without any prior notice. If the First Party wishes the contract to continue, he shall notify the Second Party in writing of his wish to renew the contract at least thirty days before expiry of the contract.

   B. The contract may not be terminated before the expiry of its duration except upon mutual agreement by the Two Parties. Before the Second Party leaves work, he shall repay all debts due to the First Party.

3. Travel Expenses:

   A. The First Party shall bear the Second Party’s travel expenses from the the Socialist Republic of Vietnam to the work site in the State of Qatar and the return expenses to it. He shall also pay the Second Party’s round-trip ticket during the vacation stated in the employment contract. These expenses do not include passport costs or payment of any security.

   B. The First Party shall not pay travel expenses to return home in the following two cases:
      A. Resignation of the worker before the expiry of the contract
B. Commission by the worker of a fault leading to his dismissal from work without warning and without paying him the end of service gratuity in accordance with the Qatari Law of Labour.

4. Loans:
A. The First Party shall pay to the Second Party, if he so wishes, a personal loan of .......... in Vietnamese currency before he travels from Vietnam to the State of Qatar for the first time, (about one month's salary) to be subtracted from the Second Party's dues in monthly installments of 10% of the monthly basic salary.
B. The subtraction of the installments shall start from the salary of the month following the Second Party's commencement of work.
C. Other loans paid to the Second Party in the Qatari currency shall be governed by the provisions stated in the above two paragraphs.

5. Wages and Gratuity:
A. Monthly, and daily paid workers: The basic wage shall be .......... per month/per day in return for 48 working hours per week. The Second Party shall be given a paid weekly rest for one day each week and shall be paid cash in return for working overtime hours in accordance with the provisions of the Qatari Labour Law.
B. For production, volume or per-piece workers: The basic wage shall be in return for an average daily performance of the occupation or craft as follows:

............... An additional wage shall be paid for the volume of work carried out by the Second Party in excess of the above daily performance average as follows:

............... In case there is no production work, the Second Party's wage shall be ........
C. The First Party undertakes to record the number of additional daily working hours under paragraph (A) of this item, or the volume of work carried out daily under paragraph (B) of this item in a special card given at the end of the day to the First Party for registration.
D. An end of service gratuity of ...........

6-Accommodation and Daily Living:
A. The First Party undertakes to provide appropriate free single-worker accommodation for the Second Party and supply the same with electric power, beds and toilets in accordance with health conditions.
B. The First Party shall provide the Second Party with cold potable water.

7- Medical Care and Social Welfare:
A. The First Party shall provide the Second Party with necessary medical treatment in accordance with the regulations and provisions applied in the State of Qatar.
B. The First Party undertakes to pay to the Second Party due compensation for occupational accidents, disability or death resulting during work, or because of it, in accordance with Qatari laws thereon.
8- Leaves:
A. The Second Party is entitled to a fully-paid regular annual leave of not less than three weeks.
B. The Second Party is entitled to full wages on the following official leaves:
   a. Eid Alfitr: three working days.
   b. Eid Aladha: three working days.
   c. National Day: one working day.
C. The Second Party is also entitled to a fully paid three working day leave on dates to be decided by the employer.
D. The Second Party is entitled to a fully paid sick leave after the elapse of three continued months in his job with the First Party, in accordance with provisions of the Qatari Labour Law.

9- General Provisions:
A. The Second Party undertakes to perform his work pursuant to the daily performance rates in occupations typical to his. In case of failing to maintain daily performance rates, the Penalties Regulations shall be applied.
B. The Second Party may not work for others during the employment period, and the First Party shall not make the Second Party work for another employer, except in cases permissible by Qatari Law.
C. The Second Party undertakes not to engage in political or religious affairs. He shall pay due regard and respect to local customs and traditions.
D. The Qatari Labour Law and the decisions enforcing it shall constitute the legal basis for the provisions of this contract and shall be consulted in any dispute arising between the Two Parties, unless the terms of this contract contain better advantages for the Second Party.
E. This contract shall enter into force after being duly ratified by the competent authorities in the two States.

10- This contract has been done in Arabic and English in four originals, one to be kept by the employer, the second by the worker, the third to be deposited with the Ministry of Labour and Social Affairs in the State of Qatar and the fourth with the Labour, Invalids and Social Affairs of the Socialist Republic of Vietnam.

First Party (The Employer) 

Endorsement by
The Ministry of Labour, Invalids and Social Affairs of the Socialist Republic of Vietnam;
and
The Embassy of the State of Qatar to Thailand

Second Party (The Worker)

Or
Endorsement by
The Ministry of Labour and Social Affairs in the State of Qatar
and
The Embassy of the Socialist Republic of Vietnam to Kuwait.