

**MINISTERIAL RESOLUTION NO. 240 OF 2023
CONCERNING THE INTRODUCTION OF EMPLOYMENT CONTRACTS FOR NATIONAL
STUDENTS**

Minister of Human Resources & Emiratization:

Having perused:

- Federal Law No. (1) of 1972 on the competencies of the Ministries and Powers of the Ministers and amendments thereof,
- Federal Decree-Law No. (33) of 2021 concerning Regulation of Labor Relations and its Executive Regulations
- Cabinet Resolution No. (1/7m) of 2021 concerning initiatives and programs for Emirati Cadres Competitiveness Council “Nafis”
- Cabinet Resolution No. 279 of 2022 on monitoring the Emiratization process in the private sector and imposing penalties on non-compliant companies
- Cabinet Resolution No. 46 of 2022 on Permits and forms for job offers and employment contracts.
- In pursuance of public interest

Has Resolved:

Article (1)

The following terms and expressions shall have the meanings opposite thereto unless the context requires otherwise:

National Student: means a national who is enrolled in a sponsored program approved by the UAE Cadres Competitiveness Council in a profession or specialized occupational area determined by the Ministry.

National Student Employment Contract: An employment contract between an employer and a citizen who is enrolled in a sponsored program approved by the UAE Cadres Competitiveness Council in a profession or specialized occupational area determined by the Ministry. Contracts shall be concluded in accordance with the provisions of this resolution and the Ministry's approved processes and procedures.

Article (2)

A contract of employment is established for national students in the Ministry's systems in accordance with the contract form attached hereto. The establishment may conclude a full-time study contract with a citizen student, until the student completes a qualifying qualification within one of the NAFIS-approved and supported programs, provided that the employee serves at least the minimum period stipulated in this resolution.

Article (3)

1. National students employed under an employment contract for national students are included in the percentages of Emiratisation required by the establishment in accordance with Cabinet Resolution No. (1/7) of 2021, its amendments, and the decisions issued in implementation thereof.
2. "NAFIS" benefits and advantages for national employees in the private sector cannot be combined with gratuities awarded to national students enrolled in a sponsored program approved by the UAE Cadres Competitiveness Council in a profession or specialized occupational area determined by the Ministry during the period of study.

Article (4)

Employers who conclude employment contracts with national students must comply with the following requirements:

1. Provide the national student with a work permit in accordance with the form prescribed by the Ministry.
2. The profession specified in the employment contract must correspond to the specialization of the appointed student within the list of professional groups and specialized occupational categories established by the Ministry.
3. Payment of the monthly wage specified in the employment contract, provided that it does not fall below 4,000 dirhams and is paid through the Wages Protection System.
4. Register the student with an approved pension fund in the country and maintain regular contributions in accordance with the applicable rules and regulations.

5. Train the national student in the same academic specialization and profession specified in the employment contract within the list of professional groups and specialized occupational categories established by the Ministry.
6. A national student's employment contract must be amended to an employment contract for a national employee upon graduation in accordance with the Ministry's approved forms, and the salary of the national student must also be adjusted in accordance with the establishment's regulations for the same profession. After the amendment, the term of the employment contract shall not be less than the period of study during the employment contract of the national student within the same area of specialization.
7. Any other requirements deemed necessary by the Ministry.

Article (5)

National students are required to abide by the following rules and regulations:

1. It is important not to make any changes to the agreed academic specialization without the approval of the Ministry and employer.
2. Successful completion of the academic program at the educational institution accredited by the Ministry.
3. Observe the agreed training dates, controls, and conditions.
4. Assure the confidentiality of work secrets acquired during the training period.
5. Accept employment with the employer after successfully completing a degree in the same field of specialization for a period equal to that of a national student's employment contract.
6. Any other requirements deemed necessary by the Ministry.

Article (6)

1. The establishment will be required to pay the prescribed contributions in accordance with Cabinet Resolution No. (1/7) of 2021, its amendments and the decisions issued in implementation thereof if any of the obligations outlined in this Resolution are not met.

2. The national student shall be required to return all the amounts he received from the establishment during the term of his employment contract if he breaches any of the requirements set forth in this Resolution.

Article (7)

The Undersecretary for Human Resources Affairs shall issue a procedures manual in order to implement the provisions of this Resolution.

Article (8)

This Resolution shall be published in the Official Gazette and shall come into force from the date of its issuance.

Dr. Abdul Rahman Abdul Manan Al Awar

Minister of Human Resources and Emiratization

Signature appears

Issued on: 24 May 2023

**Annex to Ministerial Resolution No. 240 Of 2023 Regarding the Introduction of a
National Student Employment Contract.**

Form of an Employment Contract for a National Student

This Contract was made and entered on (Day), corresponding to (DD/MM/YYYY) by and between:

1. Establishment Name (.....)
- Number (.....)
- Represented by (.....)
- Passport No. (.....)
- Nationality (.....)
- Capacity (.....)
- Emirate (.....)
- Tel No. (.....)
- Email (.....)

Hereinafter referred to as the **“First Party”** or **“Employer”**

And

2. Name (.....)
- Nationality (.....)
- Date of birth (DD/MM/YYYY)
- Passport No. (.....)
- Tel No. (.....)
- Qualification (.....)

Hereinafter referred to as the **“Second Party”** or **“National Student”**

Collectively referred to as the **“Parties”**

IT IS HEREBY AGREED AS FOLLOWS:

Article (1):

The parties hereto hereby agree to abide by all the terms and conditions stipulated in Ministerial Resolution No. ----- of 2023 regarding the introduction of Employment Contracts for national students prior to and throughout the term of the contract.

Article (2):

The First Party expressed the desire to contract with the Second Party as a national student in the Emirate of----- who is enrolled in the following academic specialization----- .It is agreed that the term of this contract shall be (--- years) beginning on (--/----/----) and ending on (--/----/----).

As compensation, the Second Party will receive from the First Party a salary of (----- UAE dirhams) per month.

Article (3):

Upon entering into this Contract, the First Party agrees to the following:

1. Payment of the agreed monthly wage to the Second Party in accordance with the previous Article through the Wages Protection System.
2. Register the Second Party with an approved pension fund and ensure that regular contributions are made.
3. Train the Second Party in the same contractual specialization during the study period.
4. Maintain a training environment that will improve the skills and capabilities of the Second Party without being exposed to any health risks.
5. Appoint the Second Party in a profession that is consistent with his field of specialization after graduation, in accordance with the functional and professional principles of the job, and for a period not less than this contract's duration.

Article (4):

Upon entering into this Contract, the Second Party agrees to the following:

1. Avoid making any changes to the agreed academic specialization without the approval of the Ministry and employer.
2. Successful completion of the academic program at the educational institution.
3. Observe the agreed training dates, controls, and conditions.
4. Assure the confidentiality of work secrets acquired during the training period.

5. Accept employment with the employer after successfully completing a degree in the same field of specialization for a period not less than this contract's duration.

Article (5):

If the Second Party fails to comply with any of the obligations imposed on him under this contract, he agrees to return all wages paid to him during the period of this contract to the First Party.

Article (6):

1. Either party may terminate this contract at any time during its validity by notifying the other party and the Ministry of Human Resources and Emiratisation in writing within a period of at least 30 working days.
2. This contract may be extended or renewed by mutual agreement for another similar period or for a shorter period. A contract extension or renewal shall be considered an extension of the original contract period.
3. In the event that the parties to the contract continue to implement the contract after the expiration of its original term or the completion of all agreed-upon work without an explicit agreement, the original contract will be considered implicitly extended under the original conditions.

Article (7):

1. Parties to the contract acknowledge that they had read and agreed to the terms contained herein, and that it had been drawn up in two copies after being signed by both parties.
2. All matters not covered by this contract will be governed by Federal Decree-Law No. 33 of 2021 regarding the organization of labor relations, its executive regulations and implementing decisions.

Signature of the First Party

.....
Mr.
For M/s. (.....)

Signature of the Second Party

.....
(Guardian if necessary)
Mr. (.....)

