

REPUBLIC OF SOUTH SUDAN

LAWS OF SOUTH SUDAN

LABOUR REGULATIONS, 2023

LABOUR REGULATIONS, 2023

ARRANGEMENT OF REGULATIONS

CHAPTER I PRELIMINARY PROVISIONS

1. Title and Commencement
2. Purpose
3. Interpretations

CHAPTER II FUNDAMENTAL RIGHTS AT WORK PLACE

4. Minimum Working Age
5. Worst Forms of Child Labour
6. Disputes Regarding Fundamental Rights at Work

CHAPTER III LABOUR ADMINISTRATION

7. Functions of the Office of the Labour Commissioner
8. Labour Offices at the State Level
9. Labour Advisory Council
10. Governance of the Commission for Conciliation, Mediation and Arbitration

CHAPTER IV EMPLOYMENT AGENCIES

11. Employment Exchanges
12. Private Employment Agencies to be Licensed
13. Grant of Licence
14. Employment of South Sudanese Abroad

CHAPTER V EMPLOYMENT CONTRACTS

15. Types of Employment Contracts and Other Engagements
16. Terms of Employment Established by Employment Contracts
17. Work Policy or Practice
18. Foreign Employers and Employees
19. Procedures for Work Permit
20. Requirement of Foreign Employee
21. Recruitment Process
22. Disputes Regarding Employment Contracts

CHAPTER VI WAGES/SALARIES

23. Payment of Wages/Salaries
24. Minimum Wage/Salary
25. Written Pay Statement
26. Final Settlement and Wages/salaries
27. Disputes Regarding Wages/Salaries

**CHAPTER VII
GENERAL CONDITIONS OF EMPLOYMENT**

- 28. Working Hours
- 29. Overtime
- 30. Sick Leave
- 31. Maternity Leave
- 32. Paternity Leave
- 33. Employees with Special Needs
- 34. Disputes Regarding General Conditions of Employment

**CHAPTER VIII
TERMINATION OF EMPLOYMENT CONTRACT**

- 35. Notice of Termination
- 36. Termination for Redundancy
- 37. Retirement
- 38. Severance Pay
- 39. Gratuity Pay
- 40. Final Settlement and Terminal Benefits
- 41. Remedies for Unfair Termination
- 42. Disputes Regarding Termination of Employment Contract

**CHAPTER IX
DISPUTE RESOLUTION**

- 43. Reporting Disputes
- 44. Procedures for Conciliation of Disputes
- 45. Review of Decision on the Dispute

**CHAPTER X
SAFETY, HEALTH AND WELFARE AT WORKPLACE**

- 46. Duty to Ensure Safety, Health and Welfare at Workplace
- 47. Medical Examination
- 48. Disputes Regarding Safety, Health and Welfare at Workplace

APPENDIX I
Casual Engagement Contract

APPENDIX II
Secondment Engagement Contract

APPENDIX III
Community Volunteers Engagement Contract

APPENDIX IV
Internship Engagement Contract

APPENDIX V
Private Employment Agency Operation Licence

LAWS OF SOUTH SUDAN
LABOUR REGULATIONS, 2023

In exercise of powers conferred upon me under Section 127 of the Labour Act, 2017, I hereby issue the following Regulations:

CHAPTER I
PRELIMINARY PROVISIONS

1. Title and Commencement

This Regulations shall be cited as “the Labour Regulations, 2023” and shall come into force on the date of its signature by the Minister.

2. Purpose

The purpose of this Regulations is to provides for guidelines for the implementation of the Labour Act, 2017 and to be online with the international and regional obligations.

3. Interpretations

In this Regulations, unless the context otherwise requires:

“Act”	means Labour Act, 2017;
“Casual Worker”	means any person who performs temporary work in an institution for a period not exceeding ninety days annually and of a nature, which is not included within the activity performed in the institution;
“Competent Authority”	means the national Minister of Labour and the corresponding Ministers at the state level;
“Employee”	means a person who works in the service of another person under an express or implied contract of hire for pay;
“Employer”	means any person who employs an employee under a contract of employment, verbal or written;
“Employment Contract”	means a contract of service whether expressed or implied, and expressed orally or in writing;
“Foreign Employee”	means a non-South Sudanese employee who has been granted work permit in South Sudan;
“Hazardous Work”	means any type of employment or work, which by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety or morals of the persons performing that work;

“Intern”	means an individual enrolled in a professional learning experience that offers meaningful, practical work related to a field of study or career interest. Interns are not guaranteed jobs at the completion of their internship;
“Labour Commissioner”	means any person appointed by a Competent Authority as Labour Commissioner;
“Labour Inspectorate”	means the Labour Inspectorate referred to under the Act;
“License”	means a certificate of competence issued by the office of the Labour Commissioner to a Private Employment Agency permitting the agency to engage in any employment service activity;
“Minister”	means the National Minister of Labour;
“Ministry”	means the National Ministry of Labour;
“National Labour Commissioner”	means the Undersecretary for Ministry of Labour;
“Private Employment Agency”	means any corporate body, recruitment firm or agency, which acts as an intermediary for the purpose of procuring employment for the employee or recruiting an employee for an employer;
“Production Worker”	means the worker whose wage is based on the amount of daily work or piecework;
“Redundancy”	means the loss of employment, occupation, job or career by voluntary means through no fault of any employee, involving termination of employment at the initiation of the employer, where the services of an employee are superfluous and the practice commonly known as abolition of office, job or occupation and loss of employment;
“Seconded Staff”	means government employee seconded by government institution to work in a facility finance or manage by a Nongovernmental Organization or any employee seconded by an employer to another employer;
“Volunteer”	means Community national/local volunteer selected by the community or government institution to help in sustaining projects in their community supported by Nongovernmental Organizations;
“Wages/Salaries”	means remuneration or earnings, however designated or calculated, capable of being expressed in terms of money and fixed by mutual agreement or by national laws or regulations, which are payable under an order or a written

contract of service for work done or to be done, or for services rendered or to be rendered but excluding any contribution made or to be made by the employer in respect of his or her employee's insurance, medical care, welfare, education, training, invalidity, retirement pension, post-service gratuity or severance allowance;

“Work Place” means any place where an employee needs to be or to go by reason of his or her work which is under the direct or indirect control of the employer;

“Work Policy or Practice” means any policy or practice relating to selection and recruitment procedures, advertising and selection criteria, appointments and appointment process, job classification and grading, remuneration, employment benefits, terms and conditions of employment, job assignment, the working environment and facilities, training and development, performance evaluation systems, promotion transfer, demotion, termination of employment and disciplinary measures;

“Worst Forms of Child Labour” means a dangerous and hazardous work, which exposes children to physical, psychological or sexual abuse, and unhealthy environment.

CHAPTER II FUNDAMENTAL RIGHTS AT WORK PLACE

4. Minimum Working Age

- (1) A person shall not engage or permit the engagement of a child under the age of fourteen (14) years to perform works in school or in other training institution for educational or vocational purposes, unless such work is carried out with approval of the Ministry and in accordance with conditions layout in a Ministerial Order issue by the Minister, after consultation with the Labour Advisory Council.
- (2) The Minister shall issue Ministerial Orders approving any programme of training.
- (3) The Ministerial Orders shall detail among others programme of training, activities to be carryout, numbers of working hours and working conditions.

5. Worst Forms of Child Labour

The Minister shall issue special regulations establishing a complete list of types of the worst forms of child labour.

6. Disputes Regarding Fundamental Rights at Work

- (1) Any dispute about the interpretation or application of any provision of this Chapter, shall be reported to the Director General of Labour at Ministry or the State Director of Labour in writing; which decision may be appeal before the

National Labour Commissioner within fifteen (15) days in accordance with the provisions of these Regulations.

- (2) If the dispute remains unresolved following conciliation, any party to the dispute may appeal to the Labour Court for adjudication within one month from the date of the final decision by the Competent Authority.

CHAPTER III LABOUR ADMINISTRATION

7. Functions of the Office of the Labour Commissioner

- (1) The office of the Labour Commissioner, shall be responsible for the administration of this Regulations.
- (2) Office of the National Labour Commissioner shall address and resolve any appeal against the decision of the State Director of Labour or Director General of Labour at National Ministry.

8. Labour Offices at the State Level

The State Directorate for Labour and Industrial Relations shall not address or look at labour issues which have been brought or addressed before the National Ministry.

9. Labour Advisory Council

Without prejudice to the Act, the Labour Advisory Council shall advise the Office of the Labour Commissioner on issues of minimum wages and those issues arising from the activities of the International Labour Organization.

10. Governance of the Commission for Conciliation, Mediation and Arbitration

The Minister shall in consultation with registered trade unions and Employers Association, issue special regulations regarding the constitution, terms of appointment and conditions of service of the members of the governing body, procedures to be followed in the exercise of their functions; terms of appointment, conditions of service and specific responsibilities of the Director and other matters as the Minister may deem fit.

CHAPTER IV EMPLOYMENT AGENCIES

11. Employment Exchanges

The Competent Authority shall issue special directives, guidelines and regulations for establishment of employment exchanges and determine their areas or groups for the service of which such exchanges are concerned under the supervision of the Office of the Labour Commissioner.

12. Private Employment Agencies to be Licensed

- (1) Each private employment agency shall only operate after having obtained a license from the office of the National Labour Commissioner to operate as a private

employment agency.

- (2) For obtaining a licence under these Regulations, the followings are additional requirements under the Act:
- (a) filling of application on letter head of the institution dully signed.
 - (b) postal and physical address in South Sudan;
 - (c) a concept paper of the private employment agency;
 - (d) organogram of the private employment agency;
 - (e) provision of financial security;
 - (f) a copy of the private employment agency's constitution;
 - (g) a copy of the legal registration of the private employment agency as a legal entity;
 - (h) work policy or practice regarding among others staff recruitment, remuneration, benefits, national social insurance, staff development;
 - (i) the logo and stamp;
 - (j) adeclaration summarizing the nature of the applicant activities;
 - (k) two recent coloured passport size photographs of the top three designated officials of the private employment agency with names written on the back, together with photocopies of ID cards or passports;
 - (l) list of staff both national and international and their positions; and
 - (m) payment of prescribed fees.
- (3) The National Labour Commissioner shall after the private employment agency fulfilled the requirements in regulation (2) of this Regulation, issues a license.

13. Grant License

- (1) The licence shall be valid for two years.
- (2) The licence shall be renewed by providing the following:
- (a) The application for the renewal of the licence submitted to the National Labour Commissioner;
 - (b) the pprivate eemployment aagency progress report;
 - (c) the organogram of the pprivate eemployment aagency;
 - (d) list of staff both national and International and their positions;
 - (e) wwork ppolicy or ppactice regarding among others staff recruitment, remuneration, benefits, nnational ssocial iinsurance and staff development;
 - (f) updated copy of the legal registration of the private employment agency as a legal entity in the Republic of South Sudan;
 - (g) an audited financial report for the last two financial years.
 - (h) payment of prescribed fees.

14. Employment of South Sudanese Abroad

- (1) The Office of the National Labour Commissioner shall issue a special regulation for South Sudanese willing to work abroad.

- (2) The Ministry shall sign bilateral labour migration agreements to protect the rights of both the employers and general workers and regulate the contractual relations between them in consultation with the Ministry of Justice and Constitutional Affairs and Ministry of Foreign Affairs and International Cooperation.
- (3) The bilateral labour migration agreements shall ensure the recruitment of general workers directly or through recruitment agencies, offices or companies that are licensed or registered by their respective governments are in accordance with the relevant laws, procedures, guidelines, rules and regulations.
- (4) The bilateral labour migration agreements shall ensure the recruited general workers meet the health requirements and are free of all communicable diseases by virtue of thorough medical examinations through reliable medical facilities accredited by both governments.
- (5) The Ministry shall ensure through bilateral labour migration agreements that the South Sudanese workers to be deployed are in possession of an employment contract approved by the Ministry in accordance with the applicable laws and regulations and duly signed by both the workers and the employer concerned prior to their departure from South Sudan.
- (6) The migrating workers shall be provided with proper briefing orientation prior to their departure on the terms and conditions of their employment contracts, relevant laws, regulations, policies, procedures, norms, cultures and practices in both countries of origin and destination relative to their employment.

CHAPTER V EMPLOYMENT CONTRACTS

15. Types of Employment Contracts and Other Engagements

- (1) Subject to this regulation, an employment contract may be in form of:
 - (a) full time employment contract;
 - (b) part time employment contract;
 - (c) production contract.
- (2) Subject to this regulation, other engagement may be in form of:
 - (a) casual contract;
 - (b) consultancy contract;
 - (c) secondment contract for seconded government employees or any other employee;
 - (d) incentive contract for community volunteers and community seconded volunteers by a government institution;
 - (e) internship contract.
- (3) Full time employment contract is a service contract of employment for a definite or indefinite period or a contract for performance of a specific task.
- (4) Part time employment contract is an engagement contract of employment for not more than 39 hours per a month and not more than two days per a week.

- (5) Part time workers shall not be treated or considered an employee and are not entitle to any other benefits beside what is agree in their contract of engagement.
- (6) Production contract is a contact of a production worker whose wage is based on the amount of daily work or piecework.
- (7) Casual contract is a contract of casual worker who performs temporary work in an institution for a period not exceeding in total (90) ninety days annually and of a nature, which is not included within the usual activity performed in the institution. All casual contracts shall be for the period not exceeding three months.
- (8) A casual worker is engaged for short-term labour, skilled or unskilled, with the role defined by the number of days or by the work to be completed. A casual worker is not an employee and shall not be entitled to any other benefits besides the agreed payment.
- (9) Consultancy contract is contractual agreements entered into with consultant, specifying the period of contract, the nature of the assignment, including deliverables, and the terms including the length of service and compensation. Consultants are not employees.
- (10) Secondment contract for seconded government employee is an engagement contract for seconded government employee seconded by government institution to work in a facility finance or manage by a non-governmental organization or an engagement contract for seconded employee by an employer to work in a facility finance or manage by another employer.
- (11) The seconded employee may or may not receive incentive, in case of receiving incentive the incentive is not a wage/salary.
- (12) The seconded government employee or any seconded employee provided with or receiving incentives shall not be considered an employee of the employer seconded to and shall not be entitled to any other benefits besides the agreed incentive.
- (13) All employment relationship and contracts with seconded government employee or any seconded employee shall be full responsibility of seconding government institution or the seconding employer.
- (14) Volunteers or incentive contract is an engagement contract of community national or local volunteers, who are selected by the community leaders or government institution to help in sustaining community projects supported by Nongovernmental Organizations; in which the volunteers receive incentive in cash or kind. The incentive is not a wage/salary.
- (15) The community volunteers provided with or receiving incentives shall not be considered an employee of the nongovernmental organization supporting community project and shall not be entitled to any other benefits besides the agreed incentive.

- (16) An internship contract is an engagement for a type of work experience for entry-level job-seekers; through learning experience that offers meaningful, practical work related to a field of study or career interest. Internship contract does not entitle interns to wages.
- (17) An internship contract gives job-seekers an opportunity for career exploration and development, to learn new skills. Internships involve working in expected career field, besides gaining valuable experience, getting exposed to the work environment and gaining valuable references.
- (18) An internship contract is usually for three months renewable once for another three months, in total shall not exceed six months.
- (19) An intern may be paid incentive or not paid and does not guarantee an offer of regular employment upon successful completion of the internship.
- (20) An intern provided with or receiving incentives shall not be considered an employee of the employer and shall not be entitled to any other benefits besides the agreed incentive or whatever agreed in the internship contract.

16. Terms of Employment Established By Employment Contracts

- (1) Each of the employment contract and engagement mentioned above shall contain all such particulars as necessary to define the rights and obligations of the parties including but not limited to:
 - (a) name of the employer or the engaging institution and place of work;
 - (b) name of the employee or the engaged person, place of work and, place of origin and any other particulars necessary for identification;
 - (c) nature of employment or the engagement;
 - (d) duration of the employment or engagement and working hours;
 - (e) other benefits and special conditions if any; as employees under part time employment contract, consultancy contract, volunteer contract, production contract, casual contract, secondment contract, and internship contract are not entitled to employment conditions, benefits, and terminal benefits as provided for by the Act.
- (2) Except as expressly provided under this Regulations, a provision of an employment or engagement contract that purports to exclude or nullify any provision of this Regulation shall be null and void.
- (3) If an employee or the engaged person is illiterate or cannot understand the language or provisions of the information to be provided under this section, the employer or engaging person shall explain the information, or have it explained to him or her in the presence of a witness chosen by the employee.

17. Work Policy or Practice

Each employer shall have its own work policy or practice relating to selection and recruitment procedures, advertising and selection criteria, appointments and appointment process, job classification and grading, remuneration, employment

benefits, terms and conditions of employment, job assignment, the working environment and facilities, training and development, performance evaluation systems, promotion, transfer, demotion, termination of employment and disciplinary measures.

18. Foreign Employers and Employees

- (1) All employers shall ensure that before employing any foreigner they shall have the approval of office of the National Labour Commissioner and the employment contract of such employee is dully approve and endorse by office of the National Labour Commissioner.
- (2) Any employer shall apply for a preliminary work permit for its foreign employee before entering into the Republic of South Sudan to be issued only by the Ministry.
- (3) All employers shall notify and provide the lists of their employees both national and international to the office of the Labour Commissioners by the end of June and December of each year.
- (4) Any employer shall give priority of employment of at least 80% at different levels of management, to South Sudanese, especially where necessary skills are available.
- (5) Employer, any person or any other authority shall not discriminate, directly or indirectly, against an employee or job applicant in any work policy.
- (6) No discrimination includes any distinction, exclusion or preference with the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation, based on grounds of race, tribe, place of origin; national extraction and colour.

19. Procedures for Work Permit

- (1) Any employer shall submit to the Ministry the application for obtaining the work permits for its foreign staff, together with the following documents as may be required in order to work in the Republic of South Sudan:
 - (a) application on letter head of the institution signed by the ccountry director or his or her deputy; stating the position, place of work, contract duration;
 - (b) passport size photo;
 - (c) copy of valid passport;
 - (d) valid entry visa;
 - (e) curriculum vitae;
 - (f) certified academic certificates;
 - (g) CID clearance ccertificate;
 - (h) contract of employment;
 - (i) US Aid document;
 - (j) tax identification number and clearance certificate;
 - (k) RRC recommendation letter;

- (l) NGO certificate of registration;
 - (m) certificate of incorporation or registration certificate;
 - (n) certificate of registration of religious affairs;
 - (o) resignation letter;
 - (p) trade licence;
 - (q) operation license;
 - (r) membership certificate;
 - (s) memorandum of understanding (First & Last Page);
 - (t) oil and gas service companies' registration;
 - (u) approval from National Ministry of Health;
 - (v) bank operation license;
 - (w) security operation permit;
 - (x) certificate of good conduct from international employee country of origin/resident;
 - (y) clearance letter from the previous institution;
 - (z) food and drugs certificate;
 - (aa) approval letter from South Sudan Council of Engineers Association for engineering related jobs.
- (2) Notwithstanding the provisions of sub-regulation (1) of this Regulation, the application for the work permit shall be submitted upon taking over the position in that particular institution by the applicant through its employer.
 - (3) Work permit is granted by the Ministry to work only in that particular institution. The institution or the employer is the guarantee of the employee in South Sudan.
 - (4) In case the employer terminates the employee contract the work permit shall automatically be considered cancelled and the employer shall return the work permit to the Ministry or otherwise, the Ministry shall not issue work permit to his or her replacement or any of the new foreign employees.
 - (5) The Ministry shall inform the concerned authorities within the Republic of South Sudan about the automatic cancellation of the work permit of any international employee.
 - (6) International employee whose work permit is cancelled, shall leave South Sudan. he or she shall only be allowed to come back to South Sudan and to work after six months under new guarantee.
 - (7) An employer shall not employ an international employee whose employment contract is terminated, unless he or she leaves South Sudan for six month and come back with new guarantee and his or her employment is approved by the Ministry.
 - (8) The work permit shall be renewed annually by the Ministry.
 - (9) Notwithstanding the provisions of sub-regulations above, work permits

shall not be issued to foreign expatriate, except he or she possess exceptional skills that South Sudan nationals may not have.

- (10) The renewal of the work permits shall be submitted by the institution through the office of the National Labour Commissioner.

20. Requirement of Foreign Employee

A foreign employee shall not be permitted to work in the Republic of South Sudan, unless he or she have the following:

- (a) approved employment contract from the Ministry;
- (b) valid work permit from Ministry;
- (c) valid visa from Ministry of Interior;
- (d) valid resident permit from Ministry of Interior; and
- (e) valid certificate of good conduct from his or her country of origin or resident.

21. Recruitment Process

- (1) Each Employer shall follow the following recruitment process, whether employing national or international employees:
- (a) recruitment processes shall be transparent and free from bias and impropriety;
 - (b) developing of Job descriptions and its approval by employer itself;
 - (c) the employer decides on the modalities to disseminate and advertise job descriptions, with relevant fees paid through chosen advertising means, if any;
 - (d) all advertisements shall be approved by the Ministry, at National or State level accordingly;
 - (e) there shall be no fees for such approval of job descriptions or advertisements by the Competent Authorities as well as there shall be no fees for any involvement of the Competent Authorities in the recruitment process;
 - (f) all professional and technical positions shall be advertised widely in the states and at the national level;
 - (g) advertisement shall be widely advertised for a period of not less than 14 working days;
 - (h) formation of recruitment committee or panel by the employer; with exclusion of any Government institution;
 - (i) receiving of the applications by the employer through submission box or similar mechanism;
 - (j) receiving and opening of the applications by the recruitment committee or panel, not the human resource officer alone or one person;
 - (k) recruitment committee or panel lay down the formal recruitment procedures, criteria and basis on which the short-listing, interviewing and selection of the candidates shall be;
 - (l) the employer shall follow its internal recruitment operational guidelines, which are in line with the Act and this Regulations;

- (m) the persons who fulfil all or most of the recruitment criteria shall be considered in the recruitment process;
 - (n) short-listing of qualified candidates shall be by the recruitment committee or panel based on the criteria agreed by the panels, not the human resource officer alone;
conducting of the interview by the recruitment committee or panel shall be based on the criteria agreed by the panels;
 - (o) employer shall give priority as much as possible to people living in local areas of states and counties for positions such as cleaners, guards and drivers;
 - (p) the successful candidate shall be eligible for the position regardless of his state of origin;
 - (q) incentives shall not be paid for involvement of any persons or authorities at any stage of the recruitment process.
- (2) There shall be three reports:
 - (a) on the process leading to short-listing;
 - (b) on process leading to selection of the successful candidate(s); and
 - (c) full report on the whole recruitment process.
 - (3) The Ministry has the right to review the recruitment process in case of any reported malpractice.

22. Disputes Regarding Employment Contracts

- (1) Any dispute about the interpretation or application of any provision of this Chapter, shall be reported to Director General of Labour at National Ministry or the State Director of Labour in writing; which decision may be appeal before the National Labour Commissioner within in accordance with the provisions of these Regulations.
- (2) If the dispute remains unresolved following conciliation, any party to the dispute may appeal to the Labour Court for adjudication within one month from the date of the final decision by the Competent Authority.

CHAPTER VI WAGES/SALARIES

23. Payment of Wages/Salaries

- (1) Wages/Salaries or the gross salary, is the basic salary plus other fixed monthly allowance.
- (2) Each employer shall pay the employee wages/salaries which is the gross salary. The gross salary is the basic salary plus other fixed monthly allowances
- (3) All employers shall have salary scale and pay the wages/salaries of their employees based on that salary scale without discrimination on the bases of nationality.
- (4) Employee who are doing the same job shall be entitled to equal remuneration for work of equal value in respective of their nationality.

- (5) Every employer shall guarantee equal remuneration for every employee for work of equal value.

24. Minimum Wage/Salary

There shall be periodical review of the minimum wage at least every two years.

25. Written Pay Statement

There shall be a monthly pay slip detailing all particulars of an employee wages/salaries, deductions, and net payment in writing and explain to the employee in a language that he/she understands.

26. Final Settlement and Wages/Salaries

An employer shall pay an employee all wages/salaries and any other accrued entitlements and benefits within thirty (30) days from the date of his or her termination.

27. Disputes Regarding Wages/ Salaries

- (1) Any dispute about the interpretation or application of any provision of this chapter, shall be reported to the Director General of Labour at National Ministry in writing or the State Director of Labour in writing; which decision may be appeal before the National Labour Commissioner within 15 days.
- (2) If the dispute remains unresolved following conciliation, any party to the dispute may appeal to the Labour Court for adjudication within one month from the date of the final decision by the Competent Authority. **Working Hours**

**CHAPTER VII
GENERAL CONDITIONS OF EMPLOYMENT**

28. Working Hours

- (1) The normal working hours for an employee shall not exceed 8 hours per day and 40 hours per week.
- (2) The normal daily working hours of 8 hours is exclusive of one hour break or rest for meal, unless the employee works continuously for more than five hours.
- (3) For the purposes of this section, work is continuous unless it is interrupted by a break of at least sixty minutes.

29. Overtime

- (1) Overtime payment or leave in lieu of overtime shall be requested, paid or taken within three months by the employee; otherwise, the right to claim overtime compensation expiry after three months from the date on which overtime work was performed.

- (2) Only supporting and unclassified staff are entitled to overtime compensation.

30. Sick Leave

- (1) An employee is entitled to 12 days of sick leave with full pay each year of continuous service in accordance with the Act.
- (2) An employee shall use his or her balance of annual leave after consuming 12 days of paid sick leave and still in need of more days off.
- (3) An employee shall be considered on unpaid leave, after using all his or her days of annual leave, until his or her final status of employee is determined.
- (4) An employee shall provide supporting documents to the employer in regard to his or her absent from work due to sickness.
- (5) An employee shall be on unpaid leave for a period of a month if the sickness persists, once the 12 days are used up, and once annual leave days are utilized. After that decision on his or her employment contract shall be made in consultation with concerned authorities.
- (6) An employee shall on weekly basis provide a medical's report after one month of sick leave indicating whether the employee can resume work or not.
- (7) An employer shall request the South Sudan Medical Commission to determine the health status of the employee and his or her ability to continue his or her employment with the employer, after three months of absent due to sickness. After that the employer may apply to the competent authority for the termination of his or her employment contract.
- (8) An employer shall request an employer recommended doctor to medically examine the employee, in cases of extended absence due to sickness or ill health.
- (9) An employer nominated doctor's view shall be discussed with employee's own doctor and employee, before any decision is reached. A doctor's certificate, shall be required every week.
- (10) Sick leave shall not be carried over from one year to the next.
- (11) An employee shall have the right to treatment and payment of his or her salary for the period of not more than six months in case of a work-related accident, causing inability to the employee.
- (12) Steps may be taken to terminate an employee contract, If the inability is permanent, taking into account the possibility of compensation towards the employee and after consultation with the South Sudan Medical Commission to determine the health status of the employee and his or her ability to carry the work contracted for.

31. Maternity Leave

A female employee is entitled to of at least 90 calendar days with full pay of maternity leave taken immediately following childbirth, on each occasion she is pregnant; and six months breastfeeding while working for half day.

32. Paternity Leave

An employee is entitled to two weeks of paternity leave on full pay only once a year, on the occasion that his wife is pregnant, to be taken within three days after the birth of his child or immediately following miscarriage by his wife after five months of pregnancy.

33. Employees With Special Needs

The Minister shall issue guidelines, orders governing employment of apprentices, persons with disabilities and any other category of employee he or she may deem necessary.

34. Disputes Regarding General Conditions of Employment

- (1) Any dispute about the interpretation or application of any provision of this chapter, shall be reported to the Director General of Labour at National Ministry in writing or the State Director of Labour in writing; which decision may be appeal before the National Labour Commissioner within 15 days.
- (2) If the dispute remains unresolved following conciliation, any party to the dispute may appeal to the Labour Court for adjudication within one month from the date of the final decision by the Competent Authority.

**CHAPTER VIII
TERMINATION OF EMPLOYMENT CONTRACT**

35. Notice of Termination

- (1) A full-time employment contract may be terminated by either party:
 - (a) one month notice to the other party, after continuous service of one year or more; Notice of Termini
 - (b) two weeks-notice to the other party, after continuous service of six months or more, but less than one year on;
 - (c) one week notice to the other party, after continuous service of less than six months.
- (2) As per other types of engagement contract it may be terminated by either party without giving any reason(s):
 - (a) by giving one week notice to the other party, in case of part time employment contract;
 - (b) by giving one week notice to the other party, in case of government seconded employees, helping in sustaining community projects supported by Nongovernmental Organizations; or any seconded employees;

- (c) by giving one week notice to the other party, in case of incentive contract for community volunteers and government seconded community volunteers, helping in sustaining community projects supported by Nongovernmental Organizations;
- (d) by giving one week notice to the other party, in case of internship contract;
- (e) by giving one day notice to the other party, in case of production contract;
- (f) by giving one day notice to the other party, in case of casual contract.

36. Termination for Redundancy

- (1) Subject to Section 77 of the Act, an employer shall notify and seek the approval of the competent authority, when an employer intends termination of any number of employees within a period of three (3) months for reasons of redundancy due to changes in the operational requirements of the employer.
- (2) The request to grant approval for redundancy shall not be less than two (2) months prior to the intended date of termination, of the intention to reduce the number of employees, disclosing all relevant information.
- (3) The application shall provide reasons for the intended redundancy, any measure adopted or to be adopted in order to minimize the intended retrenchment, the method for selection of employees to be retrenched and schedule for the reduction in respect of the reduction.
- (4) The competent authority shall within three (3) weeks issue its approval, after been provided with all the requirement requested, in case the approval is not issued within that period it shall deemed to have been granted.
- (5) An employee whose employment is terminated on account of redundancy, after continuous service of one year or more, shall be entitled to receive, in addition to any other entitlements due to him or her, severance pay equal to two-weeks wages/salaries for each completed year of continuous service with the employer; effective from the actual date of the employment of the employee with the employer.

37. Retirement

- (1) Employee shall retire upon reaching the age of 65 years. The retirement shall take effect on the last day of the month during which the employee reaches the retirement age.
- (2) An employer shall seek an approval from the competent authority six (6) months before the retirement effective date.
- (3) An employee shall discuss the retirement plans with the employer. To finalize plans for retirement, employee may write a letter giving notice of his or her intention to retire and intended date.
- (4) Retirement age may be extended for a maximum period of five more years on contract. The extension shall be validated each year, by both the employer and the

employee. The employee shall provide physical medical certificate of good health whenever requested by the employer.

- (5) An employee monthly salary shall not be subject to any deductions during the period of extension, nor shall the employee be entitled to 17% employer's contributions to social insurance fund.
- (6) The employer or the employee may terminate any extended employment contract at any time without giving any reason and without seeking the approval of the Competent Authority by giving one month notice to the other party. The employee shall not be entitled to any dues for the extended period.

38. Severance Pay

An employer shall pay severance pay where an employee has been in his or her continuous service for a period of six months or more and where any of the following situations apply:

- (a) Six months' salary to the employee who is unfairly dismissed by the employer.
- (b) Three months' salary to the employee who dies in the service of his or her employer.
- (c) Three months' salary to the employee whose employment contract is terminated because of physical incapacity.
- (d) Three months' salary to the employee, if the employment contract is terminated by reason of the death or insolvency of the employer.

Two-week salary for each completed year of continuous service with the employer in any case of termination due to changes in the operational requirements of the employer.

39. Commencement of Gratuity Pay

The gratuity shall come into effect one from the date the Labour Act, 2017 came into force, and not from the actual date of the employment of the employee, in case the employment started before the Labour Act, 2017 came into force. The gratuity payment is accrued pro rata after completion of one year.

40. Final Settlement and Terminal Benefits

- (1) Upon termination of the employment contract the employer shall pay the employee after services benefits and provide the employee with work certificate.
- (2) The employer shall pay the employee the following terminal benefits as after service benefits:

- (a) his or her wage/salary up to the end of contract date calculated on a prorated basis according to the number of days worked during the last month of service;
 - (b) financial compensation in lieu of annual leave not taken;
 - (c) financial compensation in lieu of notice period not given;
 - (d) accumulated national social insurance fund contributions:
 - (i) employer contributes 17% of the monthly wage/salary; and
 - (ii) employee contributes 8% of the monthly wage/salary to the National Social Insurance Fund.
 - (e) severance pay as provided and specified under this Regulations.
- (3) At the end of employment contract, the employee shall receive outstanding final settlement within 30 days of the termination date or after providing all the required legal documents by the legal representatives of the deceased employee to the employer.
- (4) Final pay-out is contingent upon return of all employee issued assets and funds, settlement of any pending issues and the completion of exit process. Any outstanding property which has not been returned may cause delays in the final pay-out.
- (5) Upon final pay-out, the employee shall sign a no further claim document declaring that he or she has received the total of all expected payments from the employer.

41. Remedies for Unfair Termination

- (1) Where the Labour Court makes a decision on unfair termination, the Court may apply the followings:
- (a) reinstate an employee in the position held by an employee or relocate an employee in a reasonably comparable position and on the same terms and conditions enjoyed by an employee prior to the termination; or
 - (b) pay an employee severance pay of an amount equal to six-months salary as a compensation for unfair termination.
- (2) When it is not possible for the employee to resume the necessary relationship of mutual trust and confidence between the employee and the employer or other employees, the Court may order payment of the severance pay of an amount equal to six-months salary.
- (3) The Labour Court shall order payment of the severance pay of an amount equal to six-months salary when the organization of work in the enterprise has so substantially changed that the position held by an employee prior to the termination no longer exists and there is no reasonably comparable position available for the employee.
- (4) The Labour Court may not pay any other payment to the employee by the employer beside the severance pay.

42. Disputes Regarding Termination of Employment Contract

- (1) Any dispute about the interpretation or application of any provision of this chapter, shall be reported within thirty days from the date of the termination to the Director General of Labour at National Ministry or the State Director of Labour in writing, which decision may be appeal before the National Labour Commissioner within 15 days.
- (2) If the dispute remains unresolved following conciliation, any party to the dispute may appeal to the Labour Court for adjudication within one month from the date of the final decision by the Competent Authority.
- (3) This regulation shall not apply to employees serving under probationary period, or person engage in part time employment contract, production contract, consultant contract, government seconded employee, volunteer contract, casual contract and internship contract.

CHAPTER IX DISPUTE RESOLUTION

43. Reporting of Disputes

- (1) Any dispute shall be reported within thirty (30) days of its occurrence during employment or within thirty days from the date of the termination to the Director General of Labour at National Ministry or the State Director of Labour in writing.
- (2) A party reporting a dispute shall specify the following:
 - (a) parties to the dispute;
 - (b) party by whom or on whose behalf the report is made;
 - (c) details of matter under dispute;
 - (d) status of the negotiations of any matter under dispute; and
 - (e) any additional required information.
- (3) The party who reports the dispute shall serve a copy of the report to other party to the dispute.
- (4) Any process of dispute resolution is an administrative process. It shall be directly between the employee and employer. The process of dispute resolution shall not require engagement of advocates, as it is only administrative process and not litigation process.

44. Procedure for Conciliation of Disputes

- (1) The Director General of Labour at National Ministry or the State Director of Labour may resolve the dispute or refer it to any official under him or her to conduct conciliation.
- (2) The person conducting the conciliation shall attempt to resolve the dispute through conciliation within thirty (30) days from the date of receipt of the report, unless the parties to such dispute agree to a longer period for conciliation.
- (3) The person conducting the conciliation shall determine procedure to resolve the

dispute, through mediation of the dispute, conducting a fact-finding and making a recommendation to the parties for advisory arbitration.

- (4) The person conducting the conciliation may summon any person deemed necessary for questioning or to produce records, document or object.
- (5) The person conducting the conciliation may summon an expert to give expert opinion relevant to the resolution of the dispute.
- (6) The person conducting the conciliation may administer an oath or an affirmation from any person called to give evidence or be questioned.
- (7) The Director General of Labour at National Ministry or the State Director of Labour shall issue their decision in a certificate or statement stating whether or not the dispute has been resolved.
- (8) The Director General of Labour at National Ministry or the State Director of Labour shall serve a copy of that certificate or the statement mentioned in sub-regulation (7) of this Regulation, to each party to the dispute.
- (9) The Director General of Labour at National Ministry or the State Director of Labour shall file the original of that certificate or statement.
- (10) There shall be no fees for any conciliation of any disputes before the Competent Authorities and during any process of the conciliation of any dispute.

45. Review of Decision on the Dispute

- (1) Any party to a dispute may file an application for review of decision by the Director General of Labour at National Ministry or the State Director of Labour, provided that; such party shall provide in his or her application the reasons for the review and the remedy being sought.
- (2) Decisions of the Director General of Labour at National Ministry or the State Director of Labour may be appeal before the National Labour Commissioner within 15 days from the date of issuing their decision in a certificate or statement stating whether or not the dispute has been resolved.
- (3) The National Labour Commissioner shall within one month issue its decision.
- (4) Any aggrieved party by the decision of the National Labour Commissioner shall have the right to object within thirty (30) days from the date of the award to the Labour Court.

**CHAPTER X
SAFETY, HEALTH AND WELFARE AT WORKPLACE**

46. Duty to Ensure Safety, Health and Welfare at Workplace

- (1) An employer shall ensure safety, health and welfare at workplace for all the employees.

- (2) An employer shall have safety, health and welfare policy in place and shall update it from time to time.
- (3) An employer shall make a copy of the safety, health and welfare policy available to all employees to whom such safety, health and welfare policy applies.
- (4) An employee shall comply with all safety, health and welfare policy and all measures implemented by the employer in accordance with the employer duties under the applicable laws.
- (5) An employer shall follow directives, guidelines and policies regarding safety, health and welfare policies in place of work issue by the Ministry.
- (6) An employer shall take immediate necessary steps to stop any operation or activity and evacuate all employees present, if there is an imminent and serious danger to safety and health of employees.
- (7) An employee shall immediately report to his or her immediate supervisor and depart from the situation of hazard, if he or she has reasonable grounds to believe that there is an imminent and serious danger to life, safety or health at workplace.

47. Medical Examination

- (1) The Minister may issue orders, require any person seeking employment involving hazardous work or night work to undergo a medical examination before beginning such employment and continue with medical examination at regular intervals during employee's employment.
- (2) Medical examination shall be done by clinics recognized by the Ministry in consultation with other concerned authorities.

48. Disputes Regarding Safety, Health and Welfare at Workplace

- (1) Any dispute about the interpretation or application of any provision of chapter X, shall be reported within thirty (30) days to the Director General of Labour at National Ministry or the State Director of Labour in writing; which decision may be appeal before the National Labour Commissioner within fifteen (15) days, in accordance with the provisions of this Regulation.
- (2) If the dispute remains unresolved following conciliation, any party to the dispute may appeal to the Labour Court for adjudication within one month from the date of the final decision by the Competent Authority.

Issued under my hand in Juba on this ~~14~~ day of the month of ~~August~~ in Year 2023.


James Hoth Mai 14/8/2023
Minister of Labour

Republic of South Sudan – Juba

Appendix I

CASUAL ENGAGEMENT CONTRACT

1. This Casual Contract hereinafter referred to as the "Agreement" is made and entered into on this ----- day of ----- 2023 by and between ----- represented by -----, hereinafter called "the First Party", and -----, hereinafter called "the Second Party" here in referred to as the "Parties".
2. **Nature of the Agreement:** The parties explicitly agree that this Casual Contract is an engagement Agreement for the specific assignment/task and that is -----, which shall be based in ----- . The Casual worker shall work under the direction of ----- or a designee.
3. **Purpose:** This Casual contract is to perform a temporary work and to be engaged for short-term labour, skilled/unskilled, with the role defined by the number of days or by the work to be completed. The Casual worker shall be responsible for -----.
4. **Duties and Responsibility:**

During the engagement period, the Casual worker shall have the responsibility of performing the following duties:

- -----.
- -----.
- -----.
- -----.
- -----.
- -----.

These services shall be effectively and efficiently achieved. This Agreement may be subject to additional activities/duties.

5. **Working Hours:** The working hours shall be from ----- AM. to ----- PM. In this respect, the Second Party undertakes and is bound to abide by the regular or scheduled hours of work as fixed by the First Party.
6. **Duration:** The Duration of this Agreement shall be ----- between -----and-----.
7. **Payment**
 - a. The fee to be paid for the Casual Worker shall be an amount of only -----South Sudan Pounds (SSP.-----) per every day worked. This fee or payment is not a wage/salary.

- b. Fee shall be paid at the end of each day or weekly and payment shall be made upon receipt of an attendance/time sheet. Payment shall only be made for days worked only.
 - c. The Second shall not be entitled to any other benefits and allowances through the duration of this Agreement.
8. **Taxes:** All fee or payment are subject to taxes as required by the applicable laws.
 9. **First Party Financial Liability and Responsibilities:** The Second Party shall not be entitled to any other benefits besides the agreed payment and the First Party financial liability is limited only to the agreed fee as agreed above.
 10. **Relationship:** This Agreement does not advocate an employee-employer relationship.
 11. **Termination:** Both parties are free to terminate this Agreement by giving one day notice. The Second Party shall be paid only for the days worked.
 12. **Force Majeure:** In the event of war, civil disturbances, natural calamities, that shall prevent the execution and accomplishment of this Agreement, both parties may terminate this Agreement immediately and the Second Party shall be paid to the last day of his/her work without any further obligations on the part of the First Party.
 13. **Confidentiality:** The Second Party agrees not to use any information obtained in relation with the Agreement directly or indirectly, or to permit or cause any disclosure of this information, except with the prior written consent of First Party.
 14. **Accident:** The First Party is not responsible financially or otherwise for any illness, accident, disability or death incurred at anytime while the Second Party is working under this Agreement. It is the responsibility of the Second Party to cover all costs for medical treatment and care.
 15. **Amendment of the Agreement:** This Agreement shall be amended only with a written consent of both parties.

First Party

Second Party

Appendix II

SECONDMENT ENGAGEMENT CONTRACT

1. This Secondment Engagement Contract hereinafter referred to as the “**Agreement**” is made and entered into on this ----- day of ----- 2023 by and between ----- represented by -----, hereinafter called “the **First Party**” and -----, hereinafter called “the **Seconded Staff**, herein referred to as the “**Parties**”.

2. **Nature of the Agreement:** The parties explicitly agree that this Secondment Engagement Contract is an agreement for secondment of an employee of ----- to perform a specific assignment/task and that is-----, which shall be based in -----. The Seconded Staff shall work under the direction of ----- or a designee.

3. **Purpose:**
 - a. This Secondment Engagement Contract is to perform a work and to be engaged to help in sustaining project supported by the First Party.

 - b. The Seconded Staff who is seconded by ----- a Government institution/another employer to help in sustaining the project in ----- shall be engage and responsible for ----- as a Seconded -----.

 - c. The Seconded Staff is an employee working in seconded by his or her employer to work in a facility finance or manage by the First Party.

 - d. The Seconded Staff is an employee of ----- and NOT an employee of the First Party.

 - e. All employment relationship and contracts with Seconded Staff shall be full responsibility of ----- the seconding institution.

4. Duties and Responsibility:

During the engagement period, the Seconded Staff shall have the responsibility of performing the following duties:

- -----.
- -----.
- -----.
- -----.
- -----.
- -----.
- -----.

• -----
These services shall be effectively and efficiently achieved. The Seconded Staff may be subject to additional activities/duties.

5. **Working Hours:** The normal working hours shall be: ----- to -----, from ----- A.M. to ----- PM, on weekly basis or as scheduled by the First Party. The above working hours include one-hour lunch break. In this respect, the Seconded Staff undertakes and is bound to abide by the regular or scheduled hours of work as fixed by the First Party.
6. **Duration:** The Duration of this Agreement shall be ---- months between ----- and -----.
7. **Incentive**
 - a. There shall be an incentive of only -----South Sudan Pounds (SSP.-----) paid to the Seconded Staff on monthly basis. This incentive is not a wage/salary.
 - b. The Seconded Staff shall not be entitled to any other benefits and allowances through the duration of this Agreement.
8. **Taxes:** All payment are subject to taxes as required by the laws of the Republic of South Sudan.
9. **Monitoring and Evaluation:** This Agreement shall be reviewed and evaluated every month so that appropriate actions shall be taken.
10. **First Party Financial Liability and Responsibilities:** The Seconded Staff shall not be entitled to any other benefits besides the agreed incentive and the First Party financial liability is limited only to the agreed incentive.
11. **Relationship:** This Agreement does not advocate an employee-employer relationship.
12. **Termination:**
 - a. Both parties are free to pre-terminate this Agreement by giving one week's notice in consultation with the Seconding employer. In case of pre-termination, the Seconded Staff shall be paid only for the days he/she worked.
 - b. When terminated the Seconded Staff shall return to the his/her employer the seconding institution.
13. **Force Majeure:** In the event of war, civil disturbances, natural calamities, that shall prevent the execution and accomplishment of this Agreement, both parties may terminate this Agreement immediately and the Seconded Staff shall be paid to the last day of his/her work without any further obligations on the part of the First Party.
14. **Confidentiality:** The Seconded Staff agrees not to use any information obtained in relation with the Agreement directly or indirectly, or to permit or cause any disclosure of this information, except with the prior written consent of First Party.

15. **Accident:** The First Party is not responsible financially or otherwise for any illness, accident, disability or death incurred at any time while the Seconded Staff is working under this Agreement. It is the responsibility of the Seconded Staff to cover all costs for medical treatment and care.
16. **Amendment of the Agreement:** This Agreement shall be amended only with a written consent of both parties.

First Party

Seconded Staff

Appendix III

COMMUNITY VOLUNTEERS ENGAGEMENT CONTRACT

1. This Community Volunteer Engagement Contract hereinafter referred to as the "Agreement" is made and entered into on this ---- day of ----- 2023 by and between ----- represented by -----, hereinafter called "the First Party" and -----, hereinafter called "the Community Volunteer" herein referred to as the "Parties".

2. **Nature of the Agreement:** The parties explicitly agree that this Community Volunteer Engagement Contract is an agreement for the specific assignment/task and that is-----, which shall be based in ----- . The Community Volunteer shall work under the direction of ----- or a designee.

3. **Purpose:** This Community Volunteer Engagement Contract is to perform a work and to be engaged to help in sustaining community projects supported by ----- . The Community Volunteer who is selected by the Community leaders/Government institution to help in sustaining project in the community of----- shall be engage and responsible for ----- as a ----- Community Volunteer.

4. **Duties and Responsibility:**

During the engagement period, the Community Volunteer shall have the responsibility of performing the following duties:

- -----.
- -----.
- -----.
- -----.
- -----.
- -----.
- -----.
- -----.
- -----.

These services shall be effectively and efficiently achieved. The Community Volunteer may be subject to additional activities/duties.

5. **Working Hours:** The normal working hours shall be: ----- to -----, from ----- A.M. to ----- PM, on weekly basis or as scheduled by the First Party. The above working hours include one-hour lunch break. In this respect, the Community Volunteer undertakes and is bound to abide by the regular or scheduled hours of work as fixed by the First Party.

6. **Duration:** The Duration of this Agreement shall be ---- months between ---- and -----.

7. **Incentive**
 - a. The Community Volunteers shall receive an incentive in cash or in kind. This incentive is not a wage/salary
 - b. In case of an incentive in cash, there shall be an incentive of only -----South Sudan Pounds (SSP.-----) paid to the Community Volunteer on monthly basis. This incentive is not a wage/salary.
 - c. The Community Volunteer shall not be entitled to any other benefits and allowances through the duration of this Agreement.
8. **Taxes:** All payment are subject to taxes as required by the laws of the Republic of South Sudan.
9. **Monitoring and Evaluation:** This Agreement shall be reviewed and evaluated every month so that appropriate actions shall be taken.
10. **First Party Financial Liability and Responsibilities:** The Community Volunteer shall not be entitled to any other benefits besides the agreed incentive and the First Party financial liability is limited only to the agreed incentive.
11. **Relationship:** This Agreement does not advocate an employee-employer relationship.
12. **Termination:** Both parties are free to pre-terminate this Agreement by giving one week's notice. In case of pre-termination, the Community Volunteer shall be paid only for the days he/she worked.
13. **Force Majeure:** In the event of war, civil disturbances, natural calamities, that shall prevent the execution and accomplishment of this Agreement, both parties may terminate this Agreement immediately and the Community Volunteer shall be paid to the last day of his/her work without any further obligations on the part of the First Party.
14. **Confidentiality:** The Community Volunteer agrees not to use any information obtained in relation with the Agreement directly or indirectly, or to permit or cause any disclosure of this information, except with the prior written consent of First Party.
15. **Accident:** The First Party is not responsible financially or otherwise for any illness, accident, disability or death incurred at any time while the Community Volunteer is working under this Agreement. It is the responsibility of the Community Volunteer to cover all costs for medical treatment and care.
16. **Amendment of the Agreement:** This Agreement shall be amended only with a written consent of both parties.

First Party

Community Volunteer

Appendix IV

INTERNSHIP ENGAGEMENT CONTRACT

1. This Internship Contract hereinafter referred to as the “Agreement” is made and entered into on this ----- day of ----- 2023 by and between ----- represented by -----, hereinafter called “the First Party” and -----, hereinafter called “the Intern” herein referred to as the “Parties”.
2. **Nature of the Agreement:** The parties explicitly agree that this Intern Engagement is an agreement for the specific assignment/task and that is-----, which shall be based in -----. The Intern shall work under the direction of -----or a designee.
3. **Purpose:**
 - a. This Internship Engagement Contract is an engagement for a work experience through learning experience that offers meaningful, practical work related for career exploration and development, and to learn new skills.
 - b. This Agreement involves working in expected career field; besides gaining valuable experience, getting exposed to the work environment and gaining valuable references; in the position of ----- Intern, in the Department of-----.
 - c. This Internships Engagement Contract does not carry an offer of regular employment upon successful completion of the internship.

4. **Duties and Responsibility:**

During the internship period, the Intern shall have the responsibility of performing the following duties:

- -----
- -----
- -----
- -----
- -----
- -----

These services shall be effectively and efficiently achieved. This Agreement may be subject to additional activities/duties.

5. **Working Hours:** The normal working hours shall be: Monday to Friday, from ----- A.M. to ----- PM, on weekly basis or as scheduled by the First Party. The above working hours include one-hour lunch break. In this respect, the Intern undertakes and is bound to abide by the regular or scheduled hours of work as fixed by the First Party.

6. **Duration:** The Duration of this agreement shall be ---- months between ----- and -----.
7. **Incentive**
 - a. There shall be an incentive of only ----- South Sudan Pounds (SSP.----) paid to the Intern on monthly basis. This incentive is not a wage/salary.
 - b. The Intern shall not be entitled to any other benefits and allowances through the duration of this Agreement.
8. **Taxes:** All payment are subject to taxes as required by the laws of the Republic of South Sudan.
9. **Monitoring and Evaluation:** This Agreement shall be reviewed and evaluated every month so that appropriate actions shall be taken.
10. **First Party Financial Liability and Responsibilities:** The Intern shall not be entitled to any other benefits besides the agreed incentive and the First Party financial liability is limited only to the agreed incentive.
11. **Relationship:** This Agreement does not advocate an employee-employer relationship.
12. **Termination:** Both parties are free to pre-terminate this Agreement by giving one week's notice.
13. **Force Majeure:** In the event of war, civil disturbances, natural calamities, that shall prevent the execution and accomplishment of this Agreement, both parties may terminate this Agreement immediately and the Intern shall be paid to the last day of her work without any further obligations on the part of the First Party.
14. **Confidentiality:** The Intern agrees not to use any information obtained in relation with the Agreement directly or indirectly, or to permit or cause any disclosure of this information, except with the prior written consent of First Party.
15. **Accident:** The First Party is not responsible financially or otherwise for any illness, accident, disability or death incurred at any time while the Intern is working under this Agreement. It is the responsibility of the Intern to cover all costs for medical treatment and care.
16. **Amendment of the Agreement:** This Agreement shall be amended only with a written consent of both parties.

First Party

Intern

Appendix V

Private Employment Agency Operation Licence

**Republic of South Sudan
Ministry of Labour
Office of the National Labour Commissioner**

Registration No: -----

OPERATION LICENCE

**I, ----- National Labour Commissioner do hereby issue this
Operation Licence and certify that -----
has been dully issued with this Operation Licence and registered as a Private Employment
Agency in accordance with Section 37 of the Labour Act, 2017.**

Issued under my Hand and Seal at Juba, South Sudan this ----- day of -----20-----

Signature: -----

**National Labour Commissioner
Ministry of Labour**