

## NATIONAL EMPLOYMENT PROGRAM – TERMS & CONDITIONS

These terms and conditions (together with the documents referred to herein) (the “Terms and Conditions”) govern the way in which the Beneficiary, the Enterprise and the Labour Fund (defined herein as Tamkeen) apply for and participate in the National Employment Program (the “Program”) in the Bahrain labour market.

Please read these Terms and Conditions carefully.

By applying for the Support and to participate in the Program and by using the Portal you agree and consent to the collection, use, transfer and processing of your personal information by Tamkeen as set out in Tamkeen’s [Privacy Policy](#).

### 1 INFORMATION ABOUT US

1.1 The Program is operated and provided by Tamkeen established under Law No. (57) of 2006 Establishing the Labour Fund, and whose registered office is P.O. Box 18131, Kingdom of Bahrain. Notices are to be sent to Bait Al Tijjar, Building 519, Road 1010, Block 410, Sanabis, Kingdom of Bahrain.

### 2 DEFINITIONS

2.1 The following definitions and rules of interpretation have the meanings provided below:

**Applicable Laws** means the laws, permits, orders, regulations, directives, injunctions, judgments, or rules promulgated, issued, enacted or imposed by Bahrain, including any judicial or regulatory interpretations of the foregoing and all by-laws, instructions, regulations, decisions and circulars of Tamkeen;

**Application** means the submission of the Form and any other documentation requested, to apply for participation in the Program, submitted by the Enterprise via the Portal;

**Bahrain** means the Kingdom of Bahrain;

**Bahrain Labour Law** means Law No. 36 of 2012 promulgating the Labour Law of the Private Sector;

**Bahraini** means Bahraini nationals only;

**BHD** means Bahraini Dinars, the lawful currency of Bahrain;

**Beneficiary** means the individual employed in the Enterprise for whom the Support is to be received for;

**Business Day** means a day, other than a Friday, Saturday or public holiday in Bahrain;

<b>Business Hours</b>	means the period from 8:00 am to 5:00 pm on any Business Day;
<b>Confidential Information</b>	means all discussions in relation to these Terms and Conditions, records, data, documents, reports and other information, regardless of form or medium or whether written or oral, notes, analyses, studies received or provided by the Enterprise and/or Beneficiary from or on behalf of or to Tamkeen as well as any or all information concerning the Enterprise's or Tamkeen's operations;
<b>Conflict of Interest</b>	means any potential or actual situation or circumstance whereby, whilst performing the obligations set out herein, there is an opportunity for the Beneficiary or Enterprise to improperly influence any decision of the other party to utilize Tamkeen Support to further the interests of the Enterprise of the Beneficiary;
<b>Day(s)</b>	means a period of twenty-four (24) consecutive hours;
<b>Eligible Beneficiary</b>	means an employee of an Eligible Enterprise who satisfies the eligibility criteria set out in clause 3.40;
<b>Eligible Enterprise</b>	means an entity which satisfies the eligibility criteria set out in clause 3.2;
<b>Employment Contract</b>	means the contract of employment entered between the Enterprise and the Beneficiary;
<b>Enterprise</b>	means the employer entity of the Beneficiary which submits the Application;
<b>Force Majeure</b>	means any cause or causes beyond the reasonable control of Tamkeen, the Beneficiary, Eligible Beneficiary, Enterprise or Eligible Enterprise including, but not limited to, any of the following: act of God, governmental act, war, fire, flood, explosion, strike, boycotts, lockout or any other act or event beyond the reasonable control of the parties to these Terms and Conditions;
<b>Form</b>	means the electronic form submitted via the Portal as part of the Application;

<b>Intellectual Property Rights</b>	means source code, functionality, software, designs, audio, video, text, photographs and graphics including content on the Portal as well as patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, goodwill, rights in design, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information, including know-how and trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Job Seeker</b>	An individual who is not currently employed either in the public or private sector whether locally or abroad, is not enrolled in any formal education program, does not own or operate a business and who is registered on the list of job seekers at the MOL;
<b>LMRA</b>	means the Labour Market Regulatory Authority of Bahrain;
<b>MOIC</b>	means the Ministry of Industry and Commerce of Bahrain;
<b>MOL</b>	means the Ministry of Labour of Bahrain;
<b>National Bureau for Revenue</b>	means the National Bureau for Revenue of Bahrain;
<b>Portal</b>	means the Tamkeen e-Portal available at <a href="http://Tamkeen.bh">Tamkeen.bh</a> ;
<b>Program</b>	means the program designed to encourage Enterprises to recruit fresh graduates and jobseekers with limited work experience in the private sector. The program offers grants to Enterprises to subsidize a percentage of the wages of Bahraini employees;
<b>Rejection</b>	means the notification submitted by Tamkeen via the Portal notifying the Enterprise that the Application has been unsuccessful;
<b>SIO</b>	means the Social Insurance Organization of Bahrain;
<b>Support</b>	means the subsidising of an Eligible Beneficiary's Wage by Tamkeen in pursuance of the Program;

<b>Support Approval</b>	means the confirmation of Support issued by Tamkeen via email and the Portal following the successful completion of the Application and relevant evaluation of the Application by Tamkeen;
<b>Tamkeen</b>	means the Labour Fund (Tamkeen);
<b>Term</b>	means the period of Support (from contract start date to contract end date) which shall be detailed in the Support Approval;
<b>Terms and Conditions</b>	means these terms and conditions and any other applicable documents referred to or included herein;
<b>Violation(s)</b>	means any breach of Tamkeen regulations as amended, these Terms and Conditions, related processes and procedures and Applicable Laws including but not limited to as defined in the Violations Regulations;
<b>Violations Regulations</b>	means the regulations for Violations of Suppliers and Beneficiaries of Projects of Tamkeen, issued pursuant to Resolution No. (2) of 2023, available <a href="#">here</a> ; and
<b>Wage</b>	means the Beneficiary's basic wage as detailed in their Employment Contract and/or the SIO.

- 2.2 Clause and paragraph headings shall not affect the interpretation of these Terms and Conditions.
- 2.3 Unless the context otherwise requires, words in the singular shall include the plural and-in the plural shall include the singular.
- 2.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 2.5 A reference to a law or legal instrument is a reference to it as amended from time to time.
- 2.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 3 SUPPORT ELIGIBILITY

- 3.1 To participate in the Program and receive the Support, the Beneficiary and Enterprise must be eligible.
- 3.2 Subject to the provisions of clauses 3.3 and 3.5, to be an Eligible Enterprise, the Enterprise must satisfy the following criteria:
- 3.2.1 The Enterprise must be registered with the MOIC with a valid commercial license;

- 3.2.2 The Enterprise must be a micro, small, medium or large Enterprise as per the classification and categorization of size of the Enterprise as defined by the MOIC;
- 3.2.3 The Enterprise must be registered with the National Bureau for Revenue, if eligible;
- 3.2.4 The Enterprise must have no active offences or equivalent caution registered at the LMRA, MOL, SIO or National Bureau for Revenue; and
- 3.2.5 The Enterprise must not have any Violations or be blacklisted by Tamkeen.
- 3.3 The following types of entities are not considered as Eligible Enterprises:
- 3.3.1 Government entities, such as Ministries, Authorities and Councils;
- 3.3.2 Charitable organizations, where applicable; and
- 3.3.3 Outsourcing companies seeking to obtain Support in respect of employees who are on secondment at other entities.
- 3.4 To be an Eligible Beneficiary, the Beneficiary must satisfy the following criteria;
- 3.4.1 The Beneficiary must be a Bahraini national;
- 3.4.2 The Beneficiary must be at least eighteen (18) years' old;
- 3.4.3 The Beneficiary must be a Job Seeker or has twenty-four (24) months or less of previous work experience (as recorded with the SIO).
- 3.4.4 The Beneficiary who has received Support previously, may be enrolled in the Program with a different enterprise only once more.
- 3.4.5 Enterprise owners and self-employed individuals are not eligible for support.
- 3.4.6 The Beneficiary, if in full-time employment in the Eligible Enterprise, must receive the following minimum Wage, which corresponds to their level of education:

<b>MINIMUM WAGE (BHD)</b>	<b>EDUCATION LEVEL</b>
BHD 350	High school certificate
BHD 430	Diploma
BHD 500	Bachelor's Degree and above

- 3.4.7 The above minimum remuneration amounts apply to part-time employees and wage Support will be adjusted based on the number of working hours;

3.4.8 The Beneficiary must not have a kinship relationship of up to the second degree with the owner of the Enterprise; and

3.4.9 The Beneficiary must not be wholly or partially remunerated by another enterprise.

3.5 To be considered for enrolment and participation in the Program, the Application must be:

- (a) Submitted by an Eligible Enterprise;
- (b) Submitted in respect of an Eligible Beneficiary;
- (c) Submitted with all relevant documents and accurate information required;
- (d) Submitted within the six (6) months of the Beneficiary's employment with the Enterprise, time frame to be extracted from the Beneficiary's records maintained by SIO; and
- (e) Submitted pursuant to these Terms and Conditions.

#### 4 LEVELS OF SUPPORT

4.1 The level of Support available is subject to the level of education held by the Eligible Beneficiary and shall be, for full-time employment as follows:

EDUCATION LEVEL	SUPPORT DURATION	SUPPORT AMOUNT
High school certificate	Thirty-six (36) Months	<p>First Year: 70% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)</p> <p>Second Year: 50% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)</p> <p>Third Year: 30% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)</p>
Diploma	Thirty-six (36) Months	<p>First Year: 70% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)</p> <p>Second Year: 50% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)</p> <p>Third Year: 30% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)</p>
Bachelor's Degree and above	Thirty-six (36) Months	<p>First Year: 70% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)</p>

		Second Year: 50% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval) Third Year: 30% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)
Bachelor's Degree for Engineers	Sixty (60) Months	Five (5) Years: 40% of Eligible Beneficiary's Wage (within Tamkeen's caps as detailed in the Support Approval)

4.2 In addition to the status of the Eligible Beneficiary above, the level of Support to be provided by Tamkeen shall be decided by Tamkeen in its sole discretion based on an internal assessment of the Eligible Enterprise, the Support required and the sector of the Enterprise. Part-time Eligible Beneficiaries will be supported based on their working hours and salaries.

4.3 The level of Support that will be made available to the Eligible Beneficiary (whether full-time or part-time employment) will be stated in the Support Approval. The Eligible Enterprise shall be fully responsible and liable for any proportion of the Wage not covered by the Support.

4.4 Tamkeen may, at its sole discretion, revise the level of Support provided following any fluctuations in the Beneficiary's Wage and shall provide notice of such revisions to the Eligible Enterprise via the Portal or in writing. Such revisions shall be binding on the Eligible Enterprise from the date notified via the Portal or in writing.

## 5 APPLICATION FOR SUPPORT

5.1 Following submission of the Application pursuant to the process identified on the Portal, Tamkeen will, at its own discretion, approve the Application and issue the Support Approval on the Portal to be confirmed by the Eligible Enterprise and Eligible Beneficiary as stipulated in the Support Approval letter. The Support Approval letter shall contain specific requirements for the Eligible Beneficiary and/or Eligible Enterprise to adhere to.

5.2 If Tamkeen issues a Rejection, then the Application shall be null and void. If the Enterprise still wishes to participate in the Program, then the Enterprise will need to submit a new Application.

5.3 Certain conditions and further requirements must be adhered to and/or satisfied within thirty (30) Days from the date on which the Support Approval was issued on the Portal or within such other timeframe stipulated in the Support Approval including the submission of documentation evidencing that the Eligible Enterprise has paid the Wages for the periods up to the issuance of the Support Approval if applicable.

5.4 If the Enterprise requests an amendment to the Support Approval, Tamkeen shall issue its Approval or Rejection of such amendment request on the Portal. Tamkeen shall not be liable to provide Support in respect of any amendments to Wages for which Tamkeen did not provide its approval.

- 5.5 In order to receive the Support, the Eligible Enterprise must submit a request for payment of the Support within sixty (60) Days from the date on which the Wage (being the Wage for which such requested payment of Support is to be connected with) was paid to the Eligible Beneficiary. Such request will be accompanied by proof of Wage and proof of Wage payment and any other documentation detailed in the Support Approval. If such payment request is rejected by Tamkeen for any reason, the Enterprise shall have thirty (30) Days to resubmit such payment request. If no such payment request is submitted within such thirty (30) Day period, then the payment request will be cancelled.
- 5.6 If Tamkeen requests any additional documentation to be submitted via the Portal by the Eligible Enterprise, the Eligible Enterprise shall submit such requested documentation via the Portal within seven (7) Days. If the Eligible Enterprise fails to submit such documentation within this time frame, the Eligible Enterprise will be sent a notification in writing or via the Portal and shall have an additional thirty (30) Days to submit such documentation. Failure to provide such documentation in such time frame will result in the cancellation of the Support Approval.
- 5.7 No extensions to the time period specified in clause 5.5 will be permitted unless on an exceptional basis and in Tamkeen's sole authority and discretion.

## **6 PROVISION OF SUPPORT**

- 6.1 Tamkeen shall only provide the Support following the issuance of the Support Approval on the Portal.
- 6.2 Tamkeen shall provide the Support specified in the Support Approval to the Eligible Enterprise pursuant to these Terms and Conditions.
- 6.3 Tamkeen shall make payment of the Support by way of electronic fund transfer.
- 6.4 Tamkeen shall have the right to refrain from making any Support payments if it decides, in its sole discretion that, the Eligible Beneficiary is not acting in compliance with the Program or is in breach with any of these Terms and Conditions, as the case may be.
- 6.5 Tamkeen shall have the right to refrain from making any Support payments if it decides, in its sole discretion that, the Eligible Enterprise is not acting in compliance with the Program, is not committed to increasing the Eligible Beneficiary's Wage, is not cooperating with national initiatives or is in breach with any of these Terms and Conditions, as the case may be.

## **7 TERM**

- 7.1 The Support shall be provided by Tamkeen for the Term specified in the Support Approval.
- 7.2 Tamkeen has the right to extend the Term automatically without approval from the Eligible Enterprise. A notification will be sent to the Eligible Enterprise. Tamkeen Support shall be capped to the amount stated in the Support Approval and the Eligible Enterprise will not be entitled to any further support amounts during any such extended period.



7.3 If the Eligible Beneficiary resigns or is terminated pursuant to the terms of the Employment Contract or Bahrain Labour Law during the Term, the Term shall be deemed to cease at the end of the calendar month in which the Eligible Enterprise submits its last request for Support or when Tamkeen completes its monitoring obligations in respect of such Support, whichever comes later.

## **8 WITHDRAWAL**

8.1 The Eligible Enterprise may withdraw from the Program by notifying Tamkeen in writing and include the reasons for withdrawal. Such withdrawal shall only be effective if Tamkeen issues a written approval and/or notification through the Portal to the Eligible Enterprise's request to withdraw.

## **9 RIGHTS AND OBLIGATIONS**

9.1 Tamkeen shall be obliged only to provide the Support pursuant to these Terms and Conditions and Applicable Laws.

9.2 Tamkeen shall have the right to:

9.2.1 Amend these Terms and Conditions and/or the amount of Support provided to the Eligible Enterprise, subject to Tamkeen providing the Eligible Enterprise with a notification detailing the same via the Portal, with such amendment taking effect from date of publication on the Portal;

9.2.2 Issue by-laws, decisions, regulations and circulars that enable it to pursue its aims and obligations, which can include, without limitation, amending or introducing new programs, cancelling or removing existing programs, including the Program and related Support;

9.2.3 Cease the Program, either partially or completely, and to withhold or remove any Support, either permanently or temporarily;

9.2.4 Demand full reimbursement from the Eligible Enterprise and/or Eligible Beneficiary of any Support paid by Tamkeen if Tamkeen concludes that the Eligible Enterprise and/or Eligible Beneficiary has fraudulently obtained the Support, committed Violations and/or breaches as described in clause 11 or used the Support for any reason not set forth in these Terms and Conditions; and

9.2.5 Undertake the monitoring exercises detailed in clause 10.

9.3 Tamkeen shall not be responsible for any financial, moral or other obligations or any indirect, punitive, special, exemplary or consequential damages (including loss of profits, loss of use, loss of production or business interruption) or any compensation for any direct or indirect losses, costs, fees or expenses that the Eligible Enterprise and/or Eligible Beneficiary may incur as a result of his/her enrolment, participation and withdrawal from the Program, including, but not limited to, any disputes arising between the Eligible Enterprise and/ or Eligible Beneficiary in respect of any employment related matters and/or issues related to the Employment Contract and/or the Bahrain Labour Law.

- 9.4 Notwithstanding anything to the contrary set forth herein, Tamkeen shall not be liable for any claims and losses brought, alleged or threatened by or arising in favour of, or suffered or incurred by any third party on account of bodily injury, disease, sickness or death of a person of the third party, or damage to or destruction of or loss of any owned, hired or leased property of the third party resulting from or attributable to the negligence, breach of duty (whether contractual, statutory or otherwise), gross negligence or wilful misconduct whether sole, concurrent, active or passive of the Eligible Enterprise and/or Eligible Beneficiary.
- 9.5 The Enterprise shall be obliged to:
- 9.5.1 Provide the remaining proportion of the Wage, being the proportion not provided for by way of the Support, pursuant to the terms of the Employment Contract;
  - 9.5.2 Permit employees of Tamkeen, or any third-party so authorised by Tamkeen, to carry out any monitoring as detailed at clause 10 and to verify that the Eligible Enterprise and Eligible Beneficiary are adhering to these Terms and Conditions;
  - 9.5.3 Update the Wage with the SIO as and when there are any changes to the Wage and notify Tamkeen of such changes via the Portal;
  - 9.5.4 Operate as a going concern at all times whilst participating in the Program and receiving the Support. The Enterprise must obtain Tamkeen's prior written approval if it wishes to sell or transfer ownership of the Enterprise or change its commercial activity and must notify Tamkeen if it wishes to cease operations. Such request for approval and notification shall be by way of written request and notification;
  - 9.5.5 Disclose to Tamkeen any change in its legal status, which includes changes to its name and commercial address. Notification of such changes must be made within fourteen (14) Days of such change;
  - 9.5.6 Disclose to Tamkeen if it is receiving any support for Wage from any entity other than Tamkeen;
  - 9.5.7 Inform Tamkeen in through the standard communication channels of any current Conflict of Interest arising, or Conflicts of Interest that may arise, during the Term, as to any relationship whether through kinship or contractual other than for the purpose of this Program, the Support or employment between the Eligible Beneficiary and Eligible Enterprise;
  - 9.5.8 Retain the Beneficiary in their role pursuant to the terms of their Employment Contract and the Bahrain Labour Law, subject to the Eligible Beneficiary's resignation or dismissal in accordance with the Bahrain Labour Law;
  - 9.5.9 Inform Tamkeen, in writing through the standard communication channel, as soon as possible, of any changes to the employment status of the Eligible Beneficiary, including

the Eligible Beneficiary's resignation or termination, or changes to the terms of the Employment Contract;

- 9.5.10 Following the resignation or termination of the Eligible Beneficiary, provide to Tamkeen a termination report provided by SIO evidencing the Eligible Beneficiary's last date of employment with the Eligible Enterprise;
- 9.5.11 Repay to Tamkeen the Support received in respect of the Eligible Beneficiary if the Eligible Enterprise terminates the employment of the Eligible Beneficiary without cause during the Term;
- 9.5.12 The Enterprise shall comply with clause 11.1 and shall not unlawfully terminate the Beneficiary's Employment Contract in breach of the Bahrain Labour Law or any of the Applicable Laws during the Term or, thereafter, during the monitoring period specified under clause 10.2. This subclause and clause 11 (Violations and Consequences of Violations) shall survive the expiry or earlier termination of the Term;
- 9.5.13 To actively participate in the Program to achieve the standards, conditions and plans related to the Program, in addition to actively participating in studies, research activities and any other data/information collection requests conducted by Tamkeen regarding the Eligible Enterprise's participation in the Program;
- 9.5.14 Frequently visit the Portal and keep itself acquainted with the latest information available on the Portal; and
- 9.5.15 Comply with these Terms and Conditions and implement any decisions or instructions issued by Tamkeen in connection with its participation in the Program. The Eligible Enterprise shall be responsible and liable for any breach of the provisions of these Terms and Conditions, as well as any breaches of the Violations Regulations and any Applicable Laws.

9.6 The Beneficiary shall be obliged to:

- 9.6.1 Comply with these Terms and Conditions and implement any decisions or instructions issued by Tamkeen in connection with their participation in the Program and the Beneficiary shall be responsible for any breach of the provisions of these Terms and Conditions, as well as any breaches of the Violations Regulations and Applicable Laws;
- 9.6.2 Inform Tamkeen in writing through the standard communication channels of any current Conflict of Interest arising, or Conflicts of Interest that may arise, during the Term, as to any relationship whether through kinship or contractual other than for the purpose of this Program, the Support or employment between the Eligible Beneficiary and Eligible Enterprise;
- 9.6.3 Fulfil their employment pursuant to the terms of their Employment Contract;

- 9.6.4 Disclose to Tamkeen if the Eligible Beneficiary is receiving any support for Wage from any entity other than Tamkeen;
  - 9.6.5 Frequently visit the Portal and keep themselves acquainted with the latest Applicable Laws and information available on the Portal;
  - 9.6.6 Provide Tamkeen with written notice of their resignation from their employment with the Eligible Enterprise as soon as reasonably practicable.
- 9.7 Nothing in these Terms and Conditions purports to create any employer/employee relationship between Tamkeen and the Eligible Beneficiary. The Eligible Enterprise shall at all times remain responsible for all obligations due to the Eligible Beneficiary pursuant to the terms of the Employment Contract and/or the Bahrain Labour Law.

## **10 MONITORING, REPORTING AND DATA COLLECTION**

- 10.1 Tamkeen shall be permitted to:
- 10.1.1 Oversee and ensure the correct implementation of the Program so that the Program can achieve its objectives. In doing so, Tamkeen may take all necessary measures and may conduct physical visits to the Enterprise's place(s) of business and operations and contact and meet with the Enterprise's employees and representatives, as well as the Beneficiary and any other employees in respect of which the Enterprise is receiving Support;
  - 10.1.2 Request any information or documentation from the Enterprise and/or relevant authorities such as the National Bureau of Revenue, the SIO, the MOIC, the MOL, the LMRA, the Ministry of Justice, Customs Affairs, the Information and eGovernment Authority, Benefit and other relevant entities/authorities, as applicable, including, but not limited to, financial reports, bank statements, Bahrainization reports, SIO statements of account, employee development reports and/or any other information connected to the Enterprise, the Beneficiary and/or the Application; and
  - 10.1.3 Contact the Eligible Enterprise and/or Eligible Beneficiary to evaluate the impact of the Program on the performance of the Eligible Enterprise and /or Eligible Beneficiary, either during the Term or after the Term has ended in accordance with the period specified under clause 10.2.
- 10.2 The monitoring, reporting and data collection required by Tamkeen under this clause 10 shall be conducted from the date specified in the Support Approval and shall continue for a period of sixty (60) months for Enterprises and thirty-six (36) months for Beneficiaries from the Support Approval date. During such monitoring, reporting and data collection period, the Eligible Enterprise and/ or Eligible Beneficiary shall:
- 10.2.1 During the Term, provide documentation requested by Tamkeen, to Tamkeen, on a quarterly basis;

- 10.2.2 Provide financial related information such as audited financial statements will be requested on an annual basis. Eligible Enterprises are required to submit audited financial statements within three (3) months of the fiscal year end; and
- 10.2.3 After the Term, provide documentation requested by Tamkeen, to Tamkeen, on a bi-annual basis.
- 10.3 Any documentation or information requested by Tamkeen as part of the monitoring process must be provided to Tamkeen via the Portal within thirty (30) Days of such request. Tamkeen reserves the right to request any additional information and/or documents during the monitoring, reporting and collection period in addition to amending frequency and timeframes associated with reporting and data collection.
- 10.4 Without prejudice to Law No. (30) of 2018 on the Protection of Personal Information, Tamkeen has the right to disclose the information it has regarding the Support and the Beneficiary and/or Enterprise to any relevant party/authority requesting such information in accordance with the requirements of public interest, without objection from the Enterprise or Beneficiary.

## **11 VIOLATIONS AND CONSEQUENCES OF VIOLATIONS**

- 11.1 The Eligible Enterprise and Eligible Beneficiary must ensure that no Violations and no breaches to the provisions of these Terms and Conditions and/or Applicable Laws are committed.
- 11.2 Violations are defined in the Violations Regulations and the Eligible Enterprise and Eligible Beneficiary are required to read through and understand their obligations under these Terms and Conditions, the Violations Regulations, Tamkeen's regulations and any Applicable Laws and consequences that may arise from such Violations.
- 11.3 Any Violations committed by the Enterprise, Eligible Enterprise, Beneficiary or the Eligible Beneficiary, the method to identify such Violations and grievance procedures in respect of such Violations shall be subject to the Violations Regulations. The Violations Regulation also sets out the procedure in case the Violation is committed due to a Force Majeure event.
- 11.4 Tamkeen has the right to impose the penalties stipulated in the Violation Regulations following the Eligible Enterprise and/ or Eligible Beneficiary committing Violations, breach of any of the provisions of these Terms and Conditions and/or Applicable Laws:
  - 11.4.1 Provision of a written warning with evidence of the warning and related documents to be kept in the Enterprise's records.
  - 11.4.2 Provision of a written warning obligating the Enterprise to correct the Violation within a period specified by Tamkeen, provided this period does not exceed thirty (30) Days.
  - 11.4.3 Holding all transactions of the Enterprise until the Violation(s) is cleared.
  - 11.4.4 Deduction of a percentage of the Support or the remainder of the Support due as the case may be.

- 11.4.5 Cancellation of the Support or the remainder of the Support due as the case may be.
  - 11.4.6 Termination of the Support in accordance with clause 12 of these Terms and Conditions.
  - 11.4.7 Prohibit the Enterprise from benefiting from any of Tamkeen's programs for a period of no less than six (6) months and not more than three (3) years.
- 11.5 Tamkeen reserves the right to impose the above penalties without being bound by a specific order or severity. The imposition of the penalties shall not preclude the claim of any sums due to Tamkeen or any compensation for damages resulting from the Violation. Tamkeen reserves the right to require the Enterprise to reimburse in full any Support already paid by Tamkeen.
- 11.6 Tamkeen reserves the right to notify competent authorities (such as but not limited to the Anti-Economic Crime Directorate, the Police or the LMRA) if the investigation of any of the Violations results in a suspicion or commitment of a criminal offense by the Enterprise and/or the Beneficiary.

## **12 TERMINATION**

- 12.1 These Terms and Conditions will expire at the end of the Term specified in the Support Approval unless extended or terminated earlier in accordance with clause 8 (Withdrawal) or clause 12.2 below.
- 12.2 Without prejudice to its other rights and remedies under Applicable Law, Tamkeen may, in its sole discretion, terminate the Support and participation in the Program and these Terms and Conditions with immediate effect by providing written notice to the Eligible Enterprise and Eligible Beneficiary if:
- 12.2.1 the Enterprise and/or the Beneficiary has fraudulently made requests for Support;
  - 12.2.2 the Enterprise and/or the Beneficiary has used the Support for purposes other than for those set out in these Terms and Conditions;
  - 12.2.3 the Enterprise and/or the Beneficiary fails to provide any information and documentation so requested by Tamkeen within the timeframes set out in these Terms and Conditions and/or instructions received from Tamkeen via the Portal or other written methods;
  - 12.2.4 if either the Beneficiary is no longer an Eligible Beneficiary or the Enterprise is no longer an Eligible Enterprise;
  - 12.2.5 if the Beneficiary dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation;
  - 12.2.6 the Eligible Enterprise and/or Eligible Beneficiary fails to adhere to the obligations stipulated in the Support Approval given pursuant to these Terms and Conditions;

- 12.2.7 the Eligible Enterprise and Eligible Beneficiary are in dispute and fail to resolve such dispute within a six (6) month period;
  - 12.2.8 the Enterprise and/or Beneficiary commits a breach of any of these Terms and Conditions, the Violation Regulation or Applicable Laws and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) Days after being notified in writing to do so;
  - 12.2.9 the Enterprise fails to pay its debts within thirty (30) Days from maturity, excluding circumstances where the full debt is the subject matter of a legal dispute under which a set-off is invoked for the amount of the claimed debt;
  - 12.2.10 the Enterprise admits its inability to pay its debts as they become due;
  - 12.2.11 the Enterprise being declared by a court of competent jurisdiction to be unable to pay its debts as they fall due or is deemed unable to pay its debts;
  - 12.2.12 the amount of the Enterprise's financial obligations exceeds the value of its assets;
  - 12.2.13 the Enterprise suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or if the Enterprise is suspended or ceased by the relevant authorities;
  - 12.2.14 the Enterprise's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to these terms and conditions is in jeopardy;
  - 12.2.15 a Force Majeure event occurs and continues for a period of more than thirty (30) Days or such period as defined by Tamkeen; or
  - 12.2.16 if Tamkeen ceases to offer the Program or the requirements or criteria of the Program change.
- 12.3 Notwithstanding any cure periods to remedy breaches as notified by Tamkeen in accordance with clause 12.4, termination for any of the reasons set forth in clause 12.2 above shall be effective immediately upon receipt by the Enterprise of written notice of termination from Tamkeen.
- 12.4 Tamkeen, at its sole discretion, may permit the Enterprise and/or the Beneficiary a limited period of time in which to remedy any breach by way of written notice.

### **13 CONSEQUENCES OF TERMINATION OR EXPIRY**

- 13.1 On termination or expiry of the Support and participation in the Program:
  - 13.1.1 Tamkeen shall be discharged from its obligations detailed in these Terms and Conditions and in the Support Approval; and



13.1.2 subject to clause 13.2, at a time prior to the expiry of the Term, Tamkeen shall be permitted to reclaim any payments of Support made to the Eligible Enterprise. If applied, such repayments to Tamkeen shall be in accordance with the Violations Regulations.

13.2 If the Support and participation in the Program is terminated as a result of the Eligible Beneficiary's voluntary resignation or termination for disciplinary dismissal or non-performance (or as stipulated in the Employment Contract), such amounts detailed in clause 13.1.2 shall not be payable by the Eligible Enterprise and Tamkeen will be obliged to pay the Support to the Eligible Enterprise up to the date of termination of employment of such Eligible Beneficiary, subject to Tamkeen reviewing to its satisfaction documentation detailing such resignation or termination.

## **14 SURVIVAL**

14.1 On termination or expiry of the Support and/or participation in the Program, the following clauses shall continue in force and effect: subclause 9.5.12 (Rights and Obligations), clause 10 (Monitoring, Reporting and Data Collection), clause 11 (Violations and Consequences of Violations), (clause 13 (Consequences of termination or expiry), clause 17 (Confidentiality and Publicity), clause 21 (Waiver), clause 23 (Severability), clause 27 (Governing law) and clause 28 (Jurisdiction).

14.2 Termination or expiry of the Support and/or participation in the Program shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination or expiry.

## **15 FORCE MAJEURE**

15.1 The Eligible Enterprise shall notify Tamkeen in writing within fifteen (15) Days in case a Force Majeure event occurs which may be deemed to be a breach of these Terms and Conditions for any delay in performance or non-performance of obligations set herein.

15.2 Tamkeen shall not be held liable or in breach of its obligations set forth in these Terms and Conditions or in case the Eligible Beneficiary or Eligible Enterprise incurs any losses or claims if and to the extent that:

15.2.1 Tamkeen, the Eligible Beneficiary or Eligible Enterprise is prevented from carrying out the obligations set herein;

15.2.2 such losses are caused; or

15.2.3 such claims arise,

as a result of any Force Majeure event.

15.3 If the period of delay or non-performance continues for more than thirty (30) Days, Tamkeen may terminate the Program and these Terms and Conditions in accordance with clause 12 (Termination). Tamkeen may extend such period in its sole discretion.



## **16 INTELLECTUAL PROPERTY RIGHTS**

16.1 The Enterprise and/or Beneficiary may not copy, reproduce, republish, download, post, broadcast, transit, make available to the public or otherwise use such aforementioned content in any way except for its own personal, non-commercial use.

## **17 CONFIDENTIALITY AND PUBLICITY**

17.1 Each party undertakes that, subject to clause 10.4, it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 17.2.

17.2 Each party may disclose the other party's Confidential Information:

17.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 17.2; and

17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms and Conditions.

17.4 The Confidential Information shall not include information that, as shown by competent written evidence, is already in the possession of the public or becomes available to the public other than through the act or omission of the parties.

17.5 Nothing in this clause 17 shall prohibit Tamkeen from promoting the Program.

17.6 The Enterprise shall not make reference to these Terms and Conditions and/or Support provided under the Program or declare that it is a beneficiary of the Support or any other deliverable under the Program in any publicity, advertising or publication without prior written approval from Tamkeen.

17.7 Notwithstanding anything to the contrary herein, the Enterprise agrees that Tamkeen shall be entitled to disclose these Terms and Conditions, including any document involved in the implementation hereof and any payment made hereunder, to any governmental entity.

## **18 ASSIGNMENT AND OTHER DEALINGS**

- 18.1 The Enterprise and/or the Beneficiary shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms and Conditions without the prior written consent of Tamkeen.
- 18.2 Tamkeen shall be permitted to assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms and Conditions.

## **19 VARIATION**

- 19.1 Tamkeen may revise these terms and conditions at any time. The Enterprise and the Beneficiary are responsible for regular review of the Portal to take notice of any changes Tamkeen makes as such changes shall be binding on the Enterprise and the Beneficiary.

## **20 LANGUAGE**

- 20.1 These Terms and Conditions shall be available in both the English and Arabic languages. If there are any contradictions between the English and Arabic versions, the Arabic version shall take precedence.

## **21 WAIVER**

- 21.1 A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 21.2 A failure or delay by Tamkeen to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms and conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **22 RIGHTS AND REMEDIES**

- 22.1 The rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

## **23 SEVERABILITY**

- 23.1 Each portion of these Terms and Conditions is intended to be severable. If any provision or part-provision of these Terms and Conditions is determined to be illegal, invalid, or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of these Terms and Conditions shall be deemed to be in full force and effect as if such invalid provision was not contained herein, and these Terms and Conditions shall be interpreted to the maximum extent possible to give effect to the intent of the severed provision unless replaced in accordance with clause 23.2.

23.2 If any provision or part-provision of these Terms and Conditions is deemed deleted under clause 23.1, Tamkeen will provide a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **24 RELATIONSHIP OF THE PARTIES**

The obligations and liabilities of the parties are intended to be several and not joint and nothing contained herein shall be construed to create an association, trust, partnership or joint venture between the parties, and each party shall be liable individually and severally for its own obligations under these Terms and Conditions.

## **25 ENTIRE AGREEMENT**

25.1 These Terms and Conditions (including the Support Approval and any other document, law, procedure and/or language provided under the Application process and Portal) constitute the entire agreement between the Enterprise, the Beneficiary and Tamkeen and supersedes and replaces any prior and contemporaneous communications, previous agreements, promises, assurances, warranties, representations and understandings between the Enterprise, the Beneficiary and Tamkeen, whether written or oral, express or implied relating to its subject matter.

25.2 Tamkeen, the Enterprise and the Beneficiary agree that they shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Tamkeen, the Enterprise and the Beneficiary each agree that they shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

## **26 NOTICES**

26.1 Any notice or other communication exchanged between Tamkeen, the Enterprise and the Beneficiary under or in connection with these Terms and Conditions shall be in writing and shall be:

26.1.1 delivered by hand or by courier at the addresses stipulated in these Terms and Conditions;

26.1.2 sent by email to the email addresses notified by the parties in writing; or

26.1.3 uploaded to the Portal.

26.2 Any notice or communication shall be deemed to have been received:

26.2.1 if delivered by hand, at the time the notice is left at the proper address;

26.2.2 if sent by courier, at 9.00 am on the second Business Day after posting;

26.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume; and

26.2.4 if uploaded to the Portal, when such notice or communication is made available on the Portal.

26.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **27 GOVERNING LAW**

27.1 These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain.

## **28 JURISDICTION**

28.1 Each party irrevocably agrees that the courts of the Kingdom of Bahrain shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation.