



◆ GENERAL INFORMATION FOR EMPLOYEES · BEFORE APPROVING A CONTRACT ON QIWA

Before you sign: employment contract checklist

What a Qiwa-documented employment contract contains under Labor Law Articles 51 and 52 and the permanent contract model in Annex 5 of the Executive Regulation. Clause numbers are the model's, with the linked articles. General information on published rules, not an opinion on any contract.

Saudi Labor Law as amended, in force since 19 February 2025

Clauses 1 to 3

Contract and party details

- ☐ The contract type by term: fixed-term or open-ended.
- ☐ The date the contract is concluded, the start date, and the end date if it is fixed-term.
- ☐ The establishment's details: name, Ministry number, national address and who signs on its behalf.
- ☐ The worker's details: name, nationality, ID type and number, passport number for a non-Saudi, national address, mobile and email (Article 52).

Clause 4

Occupation and place of work

- ☐ The job title, the work domain, the city of the workplace and the type of work (Article 52).
- ☐ A move to a place that requires a change of residence needs the worker's written consent, except in a temporary necessity for no more than 30 days a year, with the employer paying travel and accommodation (Article 58).
- ☐ Work substantially different from the agreed work needs the worker's written consent, except in necessity for no more than 30 days a year (Article 60).

Clause 5

Contract term

- ☐ One of three forms: open-ended (not offered for a non-Saudi), fixed-term with an end date, or fixed-term renewing automatically unless either party gives notice of non-renewal through the platform a set number of days before the end.
- ☐ A non-Saudi's contract is written and fixed-term; if it states no term, the term is one year from the actual start (Article 37).
- ☐ When a fixed-term contract counts as renewed, and when it becomes open-ended: Article 55.
- ☐ The type decides later rules: Article 75 notice for open-ended contracts, Article 77 compensation worked out per type, and resignation as Article 2 defines it, with the Article 85 shares, for fixed-term contracts.

Clause 6

Probation, if any

- ☐ Stated expressly with a set length, and never more than 180 days in total (Article 53).
- ☐ It starts on the first day of work; Eid al-Fitr, Eid al-Adha, National Day, Founding Day and sick leave do not count towards it (Executive Regulation, Article 19).
- ☐ Either party may end the contract during it through the platform, with no compensation for either and no end-of-service award for the worker for it (Articles 53 and 54).
- ☐ Only once with the same employer, except in the cases Article 54 lists.

General awareness, not legal advice. Zainab Alwosaibi is a legal specialist holding a Bachelor of Laws. She is not a licensed lawyer. This file explains published rules in general terms and does not address any individual case. For a specific case: the [Najiz lawyers directory](#).

Official sources: [The Labor Law on the Bureau of Experts portal](#) · [Executive Regulation and annexes \(Annex 5\)](#) · [Contract Management service](#) · [Contract documentation procedural guide](#)

Clauses 7 and 8

Working hours and annual leave

- ☐ Working days a week, daily or weekly working hours, and weekly rest days.
- ☐ Actual working hours may not exceed eight a day or 48 a week, and in Ramadan for Muslims six a day or 36 a week (Article 98).
- ☐ Annual leave paid in advance of at least 21 days, and at least 30 days after five continuous years with the employer (Article 109).
- ☐ Pay for unused leave days when the service ends, and no postponement of leave beyond 90 days after its year without the worker's written consent (the model, clause 8).

Clauses 9 and 10

Wage and benefits

- ☐ Basic wage, housing allowance, transport allowance, total other cash allowances, and total wage.
- ☐ The GOSI contribution deduction and its rate, the net wage, and the due date.
- ☐ Commissions and benefits in kind if the parties choose them, and the bank account to which the net wage is paid through the approved payment method (clause 10).
- ☐ The wage in the Law is the actual wage, the basis of the end-of-service award (Articles 2 and 84). The model makes the contract an executive instrument for the net wage (clause 13).

Clauses 11 and 12

Each party's obligations

- ☐ The employer: pay the wage and document the payment on the wage platform, assign overtime in writing at the total hourly wage plus 50% of the basic hourly wage, provide health care, and register the worker with GOSI.
- ☐ Settle entitlements within one week of the contract ending, or two weeks if the worker ended it (Article 88), and pay the end-of-service award except in the cases the model excludes.
- ☐ For a non-Saudi: recruitment, residence and work permit fees and their renewal, and the return ticket, with the exceptions the model states.
- ☐ The worker: do the work to professional standards, take care of tools, behave well, and take medical examinations on request.

Clauses 13 and 14

General provisions

- ☐ The Law, its Regulation and the approved work regulation cover anything the contract does not, and the contract replaces earlier verbal and written agreements.
- ☐ A dispute goes first to amicable settlement, then to the labor courts, except the net wage clause, which goes to the Enforcement Court.
- ☐ Notices between the parties go through the platform's services, and both parties acknowledge that they know and accept all the contract's terms.
- ☐ Any condition contrary to the Law is void unless it is more beneficial to the worker (Article 8), and the Arabic text prevails (Article 9).

On Qiwa: from contract request to documented contract

1

Contract request

The establishment creates the contract on Qiwa and sends it to the employee.

2

Reading the clauses

From the employee's Qiwa Individuals account.

3

A decision within 10 days

Approve, reject or ask for a change; otherwise the contract status becomes "cancelled".

4

Documented contract

Once both parties agree; its data passes to GOSI automatically.

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Last reviewed: 2026-09-28 · Full version with sources: zainabmlegal.com/en/guides/pre-signing-checklist.html

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