Presidential Directive No. (4) of 2020

in Respect of

COVID-19 Emergency Measures

We, Maktoum Bin Mohammed Bin Rashid Al Maktoum, President of the Dubai International Financial Centre, pursuant to the authority bestowed under Article 5 of the Dubai Law No (9) of 2004, as amended, of the Dubai International Financial Centre

Hereby issues the following Directive:

1. Title

This Directive No. (4) of 2020 may be cited as “The DIFC COVID-19 Directive”.

2. Legislative Authority

This Directive is made by the President of the DIFC under Article 5(7) of the Founding Law.

3. Date of Commencement and Term

(1) This Directive is made on the date signed by the President and shall commence with effect from its date of signature.

(2) Unless revoked or amended by a separate directive, this Directive shall continue in effect for the duration of the Emergency Period.
4. Schedule

(1) Schedule 1 to this Directive contains a list of defined terms used herein.

(2) Any capitalised terms used herein that are not expressly defined are used in accordance with their defined meaning in the Employment Law.

5. Rationale

The President has the authority under the Founding Law to perform any action he considers necessary to ensure the proper management of the DIFC.

6. Emergency Employment Measures

(1) An Employer may only during the Emergency Period implement any one or more of the following Emergency Measures in respect of some or all of their Employees without such Employees’ consent:

(a) impose reduced working hours;

(b) impose Vacation Leave

(c) impose leave without pay;

(d) reduce Remuneration on a temporary basis;

(e) restrict workplace access; and

(أ) تخفيف ساعات العمل;

(ب) الإلزام الموظف بأخذ إجازة مفتوحة الأجر;

(ج) الإلزام الموظف بأخذ إجازة غير مفتوحة الأجر;

(د) تخفيف أجر الموظف مؤقتًا;

(هـ) تقييد الدخول إلى مكان العمل;
subject to Section 12 below, impose Remote Working conditions and requirements, inclusive of (but not limited to) imposing means of measuring Employee engagement and productivity during Remote Working.

The following provisions of the Employment Law shall not apply to Employers during the Emergency Period in so far as may be required to facilitate the Emergency Measures:

(a) Article 14(3);

(b) Article 29(2); and

(c) Article 30(1).

The relevant provisions of the Contract Law shall not apply to Employers during the Emergency Period in so far as may be required to facilitate the Emergency Measures.

Article 4(1)(b)(i) of the Employment Law shall be deemed to be satisfied where an Employee who works for an Employer in or from the DIFC by way of Remote Working during the Emergency Period.

Employers who wish to apply any of the Emergency Measures shall give five (5) days’ prior notice thereof in writing to their relevant affected Employees.
7. COVID-19 Related Sick Leave

(1) Any Sick Leave taken by an Employee during the Emergency Period as a consequence of:

(a) having contracted the COVID-19, as confirmed by a sick leave certificate issued by a Competent Authority; and/or

(b) being placed in quarantine by any Competent Authority to deal with limiting the spread of the COVID-19,

shall not be counted towards any Sick Leave entitlement of that Employee under Article 34(1) of the Employment Law.

(2) The provisions of Section 1 shall only apply for as long as:

(a) the sick leave certificate is valid for, in the case of Section 7(1)(a); and

(b) the quarantine is imposed by the Competent Authority, in the case of Section 7(1)(b).

(3) Employees who take Sick Leave in the circumstances set out in Section 7(1) of this Directive shall be entitled to one hundred percent (100%) of their Daily Wage for the duration of their Sick Leave and may not be made subject to any Emergency Measures that did not apply to them prior to taking such Sick Leave.
The provisions of Article 36(1) of the Employment Law shall not apply in respect of all Sick Leave taken by an Employee in the circumstances referred to in Section 7(1) of this Directive.

8. Working Conditions

The provisions of Articles 43 to 53 of the Employment Law (both inclusive) do not apply to Employees that are employed during the Emergency Period by way of Remote Working.

9. Visas and Permits of Terminated Employees

Employers may during the Emergency Period defer the cancellation of the residency visas and/or sponsorship of Terminated Employees, provided that:

(a) the Employer shall continue to provide basic medical insurance for such Terminated Employees; and

(b) where the Employer is in the retail, service or hospitality industry and the Terminated Employee was dependent on the Employer for accommodation, the Employer shall continue to provide such accommodation to Terminated Employees,

until the cancellation of their residency visas.

لا تنطبق أحكام المادة (1) من قانون العمل على جميع الإجازات المرضية التي أخذها الموظف في الحالات المشار إليها في البند (1) من هذا القرار.

8. شروط العمل

لا تنطبق أحكام المواد من 43 إلى 53 من قانون العمل على الموظفين الذين يتم تعيينهم خلال فترة الطوارئ للعمل عن بعد.

9. تأشيرات الإقامة وتصاريح العمل للموظفين الذين يتم إنهاء خدماتهم

يجوز لأصحاب العمل خلال فترة الطوارئ تأجيل إلغاء تأشيرات الإقامة و/أو الكفالة للموظفين الذين يتم إنهاء خدماتهم، شريطة ما يلي:

أ) أن يستمر صاحب العمل بتقديم تأمين صحي أساسي للموظفين الذين تم إنهاء خدماتهم;

ب) بالنسبة لأصحاب العمل في محلات البيع بالتجزئة أو في مجال الضيافة في حال كان الموظف الذي تم إنهاء خدماته يعتمد على صاحب العمل في توفير السكن له، أن يستمر صاحب العمل في توفير السكن للموظفين الذين تم إنهاء خدماتهم، وذلك الى أن يتم إلغاء تأشيرات إقامتهم.
No Core Benefits and/or any other rights or benefits shall accrue under the Employment Law in favour of Terminated Employees who remain on an Employer’s sponsorship during the Emergency Period.

The provisions of Article 57(3) of the Employment Law shall not apply to Employers during the Emergency Period in so far as may be required to facilitate the provisions of this Section 9.

10. **DIFC Available Employee Database**

Employers shall during the Emergency Period be required to maintain a list of:

(a) its Terminated Employees; and

(b) Employees that are surplus to its current needs,

The list referred to in Section 10(1) of this Directive shall be provided to and updated from time to time with the Government Services Office, at an online portal or email address stipulated by the Government Services Office from time-to-time, which list shall also be required to indicate whether the relevant Terminated Employees or Employees have given their written consent to appear on the DIFC Available Employee Database.

The Government Services Office (or its delegate) shall create and maintain the DIFC Available Employee Database from the information provided to it by
Employers pursuant to this Section 10 and may also share the DIFC Available Employee Database with any other Competent Authority maintaining a virtual labour market during the Emergency Period.

Employers wishing to employ new Employees during the Emergency Period may search the DIFC Available Employee Database for suitable candidates inform the Government Services Office if it wishes to hire any new Employees from the DIFC Available Employee Database.

11. Gratuity Payment Protection

(1) Where the Basic Wage of an Employee has been reduced subsequent to 1 March 2020 (as a consequence of an Emergency Measure or otherwise), the Gratuity Payment of that Employee for any period of service prior to the Qualifying Scheme Commencement Date pursuant to the provisions of Article 66(1) of the Employment Law shall be calculated by reference to their Basic Wage as at 29 February 2020 for the duration of the Emergency Period.

(2) Similarly, where the Basic Wage of an Employee has been reduced subsequent to 1 March 2020 (as a consequence of an Emergency Measure or otherwise), the Basic Wage used in the calculation of a Gratuity Transfer Amount for purposes of Article 66(6) of the Employment Law shall be the Basic Wage of an Employee as at 29 February 2020 for the duration of the Emergency Period.
Where an Employer has terminated the services of an Employee subsequent to 1 March 2020 and has already paid their Gratuity Payment on a Basic Wage that was lower than that Employee’s Basic Wage as at 29 February 2020 prior to the Effective Date of this Directive, it shall have a top-up responsibility in respect of any shortfall, as if Sections 11(1) and (2) of this Directive were in force at the time of such payment.

12. Exemptions, Variations and Fines

(1) Any exemption of the application of Employment Law in respect of an Employer by this Directive is made pursuant to the power provided to the President under Article 4(2)(c) of the Employment Law.

(2) Any variation of the requirements of the Employment Law in respect of an Employer by this Directive shall be interpreted as:

(a) an exemption pursuant to Article 4(2)(c) of the Employment Law; and

(b) an Employer performing the requirements of the variation as a condition to such exemption.

(3) Any fines or contraventions in respect of Articles under the Employment Law exempted or varied as a consequence of this Directive shall not accrue and/or be capable of being imposed.
13. Privacy and Cybersecurity

(1) Employers should notify employees that general monitoring of IT systems and equipment may be ongoing to prevent misuse of Employer assets, including but not limited to information and equipment. Where no notification is provided, Employers must document and be able to demonstrate the clear purpose and benefits of any monitoring technologies in respect of Employees during Remote Working, to the extent that it outweighs the privacy considerations of the Employees concerned.

(2) Employers must ensure adequate cybersecurity measures are in place for Remote Working, to the extent that is sufficient and acceptable from a reasonable industry standard perspective for the type of work being performed by Employees by way of Remote Working.

(3) Employers may collect, process and share personal data of Employees (including information regarding their health, travel, COVID-19 related symptoms) for any reasonable purpose related to the health and safety of their Employees, or required by a Competent Authority, provided that they should not process more information than reasonably necessary.

(4) Notwithstanding the above, all rights afforded to any data subject in line with the Data Protection Law and any other applicable data protection laws must remain available, subject to specific exemptions permissible by such laws.
14. Workforce Restrictions

(1) The Board of Directors of the DIFCA may during the Emergency Period from time to time issue directions as to:

(a) restricting Employers’ workplace attendance in the DIFC, inclusive or restricting percentages of the Employees that may physically attend the workplace;

(b) specifying vital roles for Employers or key sectors of employment that require a presence in the DIFC during or after working hours;

(c) any permits that may need to be applied for;

(d) which directives of Competent Authorities need to be adhered to in the DIFC; or

(e) any matters related to (a) – (d) above.

(2) Any Employers who act in contravention of the directions issued pursuant to Section 14(1) shall be liable to a fine payable to DIFCA in an amount not exceeding fifty thousand United States dollars (US$50,000).

(3) Any Employee not following the requirements of their Employer pursuant to any directions issued under Section 14(1) shall be capable of immediate dismissal pursuant to the

التقيدات المتعلقة بالقوى العاملة

(1) يجوز لمجلس إدارة سلطة مركز دبي المالي العالمي خلال فترة الطوارئ من وقت لآخر إصدار قرارات تهدف لما يلي:

(أ) تقيد حضور أصحاب العمل إلى مكان العمل في مركز دبي المالي العالمي، بما في ذلك تقييد نسب الموظفين الذين يمكنهم الحضور شخصيا إلى مكان العمل؛

(ب) تحديد الأدوار الحيوية المنطأة بأصحاب العمل أو قطاعات العمل الرئيسية التي تتطلب الحضور إلى مركز دبي المالي العالمي أثناء ساعات العمل أو بعدها؛

(ج) أية تصاريح قد تكون هناك حاجة لتقديم طلب للحصول عليها;

(د) أية توجيهات من السلطات المختصة التي يجب الالتزام بها في مركز دبي المالي العالمي؛ أو

(هـ) أية مسائل تتعلق بالبنود (أ) – (د) أعلاه.

(2) يخضع أصحاب العمل الذين يخالفون التوجيهات الصادرة طبقا للبند 13(1) لغرامة تُسدد إلى سلطة مركز دبي المالي العالمي بقيمة لا تتجاوز خمسين ألف دولار أمريكي (50,000 دولار أمريكي).

(3) يجوز فصل الموظف الذي لا يلتزم بمتطلبات صاحب عمله طبقا لأية توجيهات صادرة بموجب البند 11(1) فورا طبقا لأحكام المادة 63 من قانون العمل.
provisions of Article 63(1) of the Employment Law.

15. Wrongful Trading Rules Suspension

(1) The wrongful trading rules relating to directors’ actions in respect of companies established in the DIFC, as set out in Articles 113 and 115 of the Insolvency Law, are suspended for the duration of the Emergency Period.

(2) The suspension of the wrongful trading rules in Section 15(1) of this Directive is intended to ensure that directors of DIFC companies in the current uncertain environment are able to take decisions to continue to trade, incur new credit and make decisions which may otherwise cause directors concern about the potential for personal liability under the wrongful trading regime set out in Articles 113 and 115 of the Insolvency Law.

16. Legislative Amendments

In so far as any DIFC laws and regulations are in contradiction with the contents of this Directive, the DIFCA may effect legislation with the necessary retrospective application to give full effect to this Directive for the duration of the Emergency Period.

17. Power of Amendment

This Directive may be added to or amended at any time by a further Directive from the President.
This Directive is written in English and translated into Arabic. Where there is a discrepancy, English shall prevail.

Dated and signed on this 21st day of April 2020.

Maktoum Bin Mohammed Bin Rashid Al Maktoum
President of the DIFC

مكتوم بن محمد بن راشد آل مكتوم
رئيس مركز دبي المالي العالمي
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>التعريف</th>
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<tbody>
<tr>
<td>Competent Authority</td>
<td>has the meaning ascribed in the Employment Law but shall, for the avoidance of doubt, &quot;any other relevant government authority in the UAE&quot; referred to in the Employment Law shall include:</td>
<td>يكون لها المعنى المحدد لها في قانون العمل ولكن، لذرء الشك، تشمل عبارة &quot;أية سلطة حكومية مختصة أخرى في الإمارات العربية المتحدة&quot; المشار إليها في قانون العمل ما يلي:</td>
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<td></td>
<td>(a) the UAE Federal Ministry of Health and Prevention;</td>
<td>(أ) وزارة الصحة ووقاية المجتمع الاتحادية في دولة الإمارات العربية المتحدة</td>
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<td></td>
<td>(b) the Government of Dubai Health Authority;</td>
<td>(ب) هيئة الصحة لحكومة دبي;</td>
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<td></td>
<td>(c) any law enforcement or other federal or local government department authority in the UAE that may impose quarantine restrictions on DIFC Employees.</td>
<td>(ج) أي من سلطات تنفيذ القانون أو أية دائرة أو سلطة حكومية اتحادية أو محلية غيرها في دولة الإمارات العربية المتحدة والتي قد تفرض تقييدات الحجر الصحي على موظفي مركز دبي المالي العالمي.</td>
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<td><strong>Data Protection Law</strong></td>
<td>the DIFC Data Protection Law, Law No. 1 of 2007.</td>
<td>قانون حماية البيانات في مركز دبي المالي العالمي، القانون رقم 1 لسنة 2007.</td>
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<td><strong>DIFC</strong></td>
<td>the Dubai International Financial Centre.</td>
<td>مركز دبي المالي العالمي</td>
</tr>
<tr>
<td><strong>DIFC Available Employee Database</strong></td>
<td>the database for available employees created and maintained by the Government Services Office pursuant to Section 10.3 of this Directive.</td>
<td>قاعدة بيانات للموظفين المتوفرين والتي ينشئها وينظمها مكتب الخدمات الحكومية وفقًا للبند 10-3 من هذا القرار.</td>
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<td><strong>DIFCA</strong></td>
<td>the DIFC Authority.</td>
<td>سلطة مركز دبي المالي العالمي</td>
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<tr>
<td><strong>Directive</strong></td>
<td>this directive, referred to as the DIFC COVID-19 Directive.</td>
<td>هذا القرار المشار إليه باسم قرار مركز دبي المالي العالمي بشأن انتشار فيروس كورونا المستجد COVID-19</td>
</tr>
<tr>
<td><strong>Effective Date</strong></td>
<td>the date of signature of this Directive by the President.</td>
<td>تاريخ توقيع الرئيس على هذا القرار</td>
</tr>
<tr>
<td><strong>Emergency Period</strong></td>
<td>the period from the Effective Date of this Directive up to and including 31 July 2020, or such other date confirmed by the President in a separate directive.</td>
<td>الفترة من تاريخ سريان هذا القرار وحتى 31 يوليو 2020، شاملة ذلك التاريخ، أو أي تاريخ آخر يؤذله الرئيس في قرار مستقل.</td>
</tr>
<tr>
<td><strong>Emergency Measure</strong></td>
<td>any one or more of the measures referred to in Section 6(1) of this Directive. “Emergency Measures” shall have a corresponding meaning.</td>
<td>أي واحد أو أكثر من تدابير الطوارئ المشار إليها في البند (1) من هذا القرار. ويتكون لعبارة &quot;تدابير الطوارئ&quot; المعنى المقابل لذلك.</td>
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<td><strong>Employment Law</strong></td>
<td>the DIFC Employment Law, Law No. 2 of 2019, as amended by DIFC Law No. 4 of 2020.</td>
<td>قانون العمل في مركز دبي المالي العالمي، القانون رقم 2 لسنة 2019، حسبما تم تعديله بقانون مركز دبي المالي العالمي رقم 4 لسنة 2020.</td>
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<td><strong>Founding Law</strong></td>
<td>Dubai Law No. 9 of 2004, as amended, concerning the Dubai International Financial Centre.</td>
<td>قانون التأسيس قانون دبي رقم 9 لسنة 2004، حسبما تم تعديله، بشأن مركز دبي المالي العالمي.</td>
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<td><strong>Government Services Office</strong></td>
<td>the government services office of the DIFCA.</td>
<td>مكتب الخدمات الحكومية لدى سلطة مركز دبي المالي العالمي</td>
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<td><strong>Insolvency Law</strong></td>
<td>the DIFC Insolvency Law, Law No. 1 of 2019.</td>
<td>قانون الإفلاس في مركز دبي المالي العالمي، القانون رقم 1 لسنة 2019.</td>
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<tr>
<td><strong>President</strong></td>
<td>His Highness the President of the DIFC.</td>
<td>سمو رئيس مركز دبي المالي العالمي.</td>
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<tr>
<td><strong>Remote Working</strong></td>
<td>providing services under an Employment Contract for an Employer at a location other than the Employer’s place of business in the DIFC.</td>
<td>تقديم الخدمات بموجب عقد العمل لصاحب العمل في موقع غير مكان عمل صاحب العمل في مركز دبي المالي العالمي.</td>
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<td><strong>Terminated Employee</strong></td>
<td>any Employee whose Employment Contract is terminated during the period 1 March 2020 up to the end of the Emergency Period.</td>
<td>أي موظف يتم إنهاء عقد عمله خلال الفترة من 1 مارس 2020 إلى نهاية فترة الطوارئ.</td>
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