

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE SULTANATE OF OMAN
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING THE EMPLOYMENT AUTHORIZATION
OF SPOUSES OF OFFICIAL EMPLOYEES**

Stemming from the distinguished relations between the Sultanate of Oman and the United States of America, and the desire of both countries to promote and develop cooperation between them, on the basis of reciprocal benefit, and in light of the discussions held between the Omani and American sides concerning the authorization of Spouses of Official Employees of the two governments for employment in the receiving state, the Government of the Sultanate of Oman and the Government of the United States of America, hereinafter referred to individually as “Party” or collectively as “Parties”, have agreed to the following:

Article 1

For purposes of this Agreement, the following terms have the meaning assigned to each of them:

1. “**Spouse**” means a male or female individual of at least eighteen (18) years of age whose accreditation is accepted by the receiving state as a member of the immediate family forming part of the household of a member of a diplomatic mission, including a mission to an international organization, or of a consular post of the sending state. This term does not include a member of the immediate family of an individual who is permanently resident in the receiving state within the meaning of the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations¹.
2. “**Employment Authorization**” means the authorization to undertake any work with or without remuneration, performed in a commercial or professional capacity, regardless of whether the Spouse is self-employed or works for an employer. This term also includes unpaid internships and vocational training in the fields of applied sciences. This term does not include employment in the government of either Party.

¹ Use of the term “spouse” in this Agreement is intended to convey both male and female spouses.

3. “**Official Employees**” means diplomatic agents, consular officers, and members of administrative and technical staffs assigned to diplomatic missions, consular offices, and missions to international organizations.²

Article 2

1. Spouses of Official Employees of the Government of the Sultanate of Oman assigned to official duty in the United States of America and Spouses of Official Employees of the Government of the United States of America assigned to official duty in the territory of the Sultanate of Oman are authorized to be employed in the territory of the receiving state after obtaining the appropriate authorization in accordance with the provisions of this Agreement. The Employment Authorization under this Agreement is accorded to Spouses of Official Employees.
2. The Government of the Sultanate of Oman shall grant Employment Authorization to Spouses of Official Employees of the Government of the United States of America assigned to official duty at the Embassy of the United States of America in Muscat in accordance with the provisions of this Agreement.
3. The Government of the United States of America shall grant Employment Authorization to Spouses of Official Employees of the Government of the Sultanate of Oman assigned to official duty in the territory of the United States of America in accordance with the provisions of this Agreement.
4. Renewals of Employment Authorization documents, if necessary, are also granted to Spouses of Official Employees in accordance with the same procedure as the initial Employment Authorization.

Article 3

1. Employment Authorization requests in regard to Spouses of Official Employees of the Government of the Sultanate of Oman assigned to duty at the Embassy of the Sultanate of Oman in Washington, D.C. or at a mission of the Sultanate of Oman to an international organization in the United States of America, other than the United Nations, must be submitted by the Embassy of the Sultanate of Oman in Washington, D.C. to the Office of Foreign Missions in the Department of State of the United States of America.
2. Employment Authorization requests in regard to Spouses of Official Employees of the Government of the Sultanate of Oman assigned to the Permanent Mission of the Sultanate of Oman to the United Nations must be submitted by the Permanent Mission of the Sultanate

² Use of the term “employee” in this Agreement is intended to convey both male and female employees.

of Oman to the United Nations to the Permanent Mission of the United States of America to the United Nations.

3. Employment Authorization requests in regard to Spouses of Official Employees of the Government of the United States of America assigned to duty at the Embassy of the United States of America in Muscat must be submitted by the Embassy of the United States in Muscat to the Ministry of Foreign Affairs of the Sultanate of Oman.

Article 4

1. The Parties, their government entities, and their political subdivisions shall not charge any fee in connection with the issuance or renewal of Employment Authorizations under this Agreement.
2. The Parties shall not require Spouses of Official Employees, as a condition to obtain Employment Authorization, to exit the receiving state or obtain any visa other than a diplomatic visa.
3. Employment Authorizations shall be granted to Spouses of Official Employees without requiring evidence of an offer of employment in the receiving state.
4. The Government of the Sultanate of Oman and the Government of the United States of America recognize the importance of prompt processing of requests for Employment Authorization and expect the prompt processing of requests within a reciprocal timeframe. In the event that either Party cites a significantly longer processing time for its dependents than for the Spouses of Official Employees of the other Party, the concerned Party may request consultations with the other Party with a view to reducing the imbalance. If no resolution is attained within thirty (30) days, the concerned Party may, after thirty (30) days' notice to the other Party, suspend the issuance of new or renewal of Employment Authorizations under this Agreement.
5. In the event either Party believes that a significant imbalance exists between the number of Employment Authorizations it has granted and the number of Employment Authorizations the other Party has granted, the concerned Party may request consultations with the other Party with a view to reducing the imbalance. If no resolution is attained within thirty (30) days, the concerned Party may, after thirty (30) days' notice to the other Party, suspend the issuance of new or renewal of Employment Authorizations under this Agreement.
6. The provisions of this Agreement shall not be construed as requiring employers to recognize foreign academic degrees, licenses, or other foreign credentials.

Article 5

1. The Parties confirm that neither the Vienna Convention on Diplomatic Relations, nor the Vienna Convention on Consular Relations provide Spouses of Official Employees with either

civil or administrative immunity in an action relating to any professional or commercial activity, including employment authorized pursuant to this Agreement.

2. Spouses of Official Employees retain all other privileges and immunities to which they are entitled under applicable treaties, including criminal immunity under the Vienna Convention on Diplomatic Relations or other applicable treaties.
3. Spouses of Official Employees are responsible for payment of income and social security taxes in the receiving state on any remuneration received as a result of employment in the receiving state, to the extent consistent with international agreements and national legislation of the receiving state.

Article 6

This Agreement does not prejudice obligations arising out of other bilateral agreements concluded between the Parties.

Article 7

The Parties shall resolve any disputes that may arise in relation to this Agreement by way of negotiations between the Parties through diplomatic channels.

Article 8

The Parties may amend this Agreement through written agreement. Any such amendment shall enter into force in accordance with the provisions of Article 9 of this Agreement.

Article 9

This Agreement shall enter into force on the first day of the month following the date of the latter note in an exchange of notes between the Parties in which they indicate that they have completed their internal procedures for entry into force.

Article 10

Either Party may terminate this Agreement at any time by notifying the other in writing of its intention to terminate this Agreement. Such termination shall take effect ninety (90) days following the date of the written notification of termination. In the event that this Agreement is terminated, Spouses of Official Employees who have been granted Employment Authorizations may continue to work under those Employment Authorizations, in accordance with their terms, until their expiration.

Done at Muscat, Sultanate of Oman, on the 18 of April 2022, in two (2) originals, in the Arabic and English languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE
SULTANATE OF OMAN**

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**