

**AGREEMENT ON
DOMESTIC WORKER RECRUITMENT
BETWEEN
THE MINISTRY OF LABOR OF THE KINGDOM OF SAUDI ARABIA
AND
THE DEPARTMENT OF LABOR AND EMPLOYMENT OF THE REPUBLIC
OF THE PHILIPPINES**

The Ministry of Labor of the Kingdom of Saudi Arabia and The Department of Labor and Employment of the Republic of the Philippines, hereinafter referred to as the parties;

Desiring to enhance cooperation on domestic worker recruitment in a manner that realizes the interest of both countries, maintain their sovereignty, secure the rights of both the worker and the employer; and;

Realizing the importance of promoting cooperation between both countries in this field, have agreed as follows:

**Article 1
PARTIES**

Parties to the Agreement are:

First Party: Ministry of Labor of The Kingdom of Saudi Arabia;

Second Party: Department of Labor and Employment of the Republic
of the Philippines.

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Article 2 PURPOSE

This Agreement aims to protect the rights of both the employers and domestic workers and regulate the contractual relation between them.

Article 3 AREAS OF COOPERATION

The Parties shall:

1. Work towards a mutually acceptable recruitment and deployment system for Filipino domestic workers for employment in the Kingdom of Saudi Arabia, pursuant to the applicable laws, rules and regulations.
2. Adopt a standard employment contract for domestic workers, the text of which shall have been accepted by the competent authorities of the two countries, which shall be binding among the contracting parties (Employer, Domestic Worker, Saudi Recruitment Office and Philippine Recruitment Agency).
3. Ensure the recruitment domestic workers through recruitment offices, companies or agencies that practice ethical recruitment and are licensed by their respective governments;
4. Regulate or endeavor to control recruitment costs in both countries.
5. Ensure that recruitment offices, companies or agencies of both countries and the employer shall not charge or deduct from the salary of the domestic worker any cost attendant to his/her recruitment and deployment or impose any kind of unauthorized salary deductions.
6. Grant to the contractual parties the right of recourse to competent authorities in case of contractual dispute, in accordance with applicable laws, rules and regulations;
7. Take legal measures against the recruitment offices, companies or agencies for any violation of applicable laws, rules and regulations; and
8. Resolve any issue arising from the implementation and enforcement of any provision of this agreement.

Article 4
RESPONSIBILITIES OF THE FIRST PARTY

The First Party shall:

1. Ensure that the recruitment, hiring and placement of domestic workers under this Agreement shall be in accordance with the relevant laws, rules and regulations;
 2. Ensure that the welfare and rights of domestic workers employed in the Kingdom of Saudi Arabia are promoted and protected in accordance with applicable laws, rules and regulations;
 3. Ensure the authenticity of the employment contract which shall provide among others, the rights and obligations of the employer and domestic worker and the minimum terms and conditions of employment;
 4. Ensure the implementation of the employment contract between the employer and the domestic worker;
 5. Facilitate the opening by the employer of a bank account under the name of the domestic worker for the deposit of his/her monthly salary as provided in the employment contract;
 6. Endeavor to establish a mechanism which will provide 24-hour assistance to the domestic workers;
 7. Endeavor to facilitate the expeditious settlement of labor contract violation cases and other cases filed before appropriate Saudi authorities/courts; and
 8. Facilitate the issuance of exit visas for the repatriation of domestic workers upon contract completion, emergency situations or as the need arises.
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
Article 5
RESPONSIBILITIES OF THE SECOND PARTY

The Second Party shall:

1. Provide qualified and medically fit workers needed by the First Party according to job specification requirements;
2. Ensure that prospective domestic workers have no derogatory record;
3. Ensure that prospective domestic workers are trained on housework in specialized institutes and have received orientation on Saudi customs and traditions and the terms and conditions of the employment contract;
4. Require prospective domestic workers to observe Saudi laws, morals, ethics and customs while residing in the Kingdom of Saudi Arabia ; and
5. Perform, through the Philippine Embassy/Consulate General, verification of all employment contracts submitted by the Saudi recruitment office, company or agency for the hiring of Filipino domestic workers.

Article 6
JOINT COMMITTEE

A Joint Committee shall be formed composed of the representatives led by Senior Officials of the Parties which shall perform the following;

1. Periodic review, assessment and monitoring of the implementation of this Agreement;
 2. Conduct consultative meetings in the Philippines and Saudi Arabia alternately on a date and place mutually agreed by both Parties; and
 3. Make necessary recommendations to resolve disputes arising from the implementation and the interpretation of the provisions of this Agreement or amendment/s to this Agreement, as may be necessary.
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Article 7
SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation or implementation of this Agreement shall be settled by both Parties amicably through diplomatic channels.

Article 8
AMENDMENT

Any amendment or revision to any provision of this Agreement shall be done by mutual consent and shall take effect on the date agreed upon by the Parties.

Article 9
ENTRY INTO FORCE

This Agreement shall enter into force on the date of later written notification by the parties, through diplomatic channels, indicating that the domestic requirements for its entry into force have been complied with.

Article 10
VALIDITY AND DURATION

This Agreement shall remain in full force and effect for a period of five (5) years, and shall be renewed for a similar period, unless a party officially notifies the other party, through diplomatic channels, of its desire to suspend or terminate this Agreement. In such a case, this Agreement shall remain valid until sixty (60) days after the date on which one party receives an official notification from the other party expressing the desire of the latter to suspend or terminate the validity of this Agreement.

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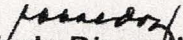
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This Agreement is done in the City of Jeddah on 9/07/1434 H corresponding to 19/05/2013, in two originals; English and Arabic, all texts being equally authentic, and in case of divergence in interpretation, the English text shall prevail.

On behalf of

The Department
of Labor and Employment
of the Philippines

Secretary


Rosalinda Dimapilis-Baldoz

Dept. of Labor & Employment
Office of the Secretary



On behalf of

The Ministry of Labor
of the Kingdom of Saudi Arabia

Minister of Labor


Adel M. Fakieh