MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES IN THE FIELD OF MANPOWER

The Government of the Republic of the Philippines and the Government of the United Arab Emirates (herein after referred to as the Parties), bearing in mind the friendly and cooperative relations between the two countries and their people; respecting the regulation of equality and mutual benefit, with a view to promoting existing healthy relations by means of bilateral labor service cooperation, recognizing the benefits to be derived from such cooperation;

Desiring to enhance the existing friendly relations between the two countries through cooperation in the field of manpower based on the principle of mutual benefit;

Recognizing the benefits to be derived by both countries from close cooperation in the field of manpower;

Pursuant to the prevailing laws and regulations in the respective countries;

Have agreed as follows:

ARTICLE 1

For the purposes of this Memorandum of Understanding: the term "manpower" shall mean all the temporary contractual expatriate workers employed in the U.A.E. for a certain period of time.

ARTICLE 2

The Department of Labor and Employment of the Republic of the Philippines and the Ministry of Labour of the U.A.E. shall implement the provisions of this Memorandum of Understanding.

ARTICLE 3

Recruitment of manpower in the Philippines and its workers' entry into the U.A.E. shall be regulated in accordance with the relevant laws, rules and procedures of the Parties.

ARTICLE 4

Manpower placed in the U.A.E. pursuant to this Memorandum of Understanding shall perform work for the employer and shall be recruited through selection according to the needs of the U.A.E., and shall be given protection pursuant to the labour laws and regulations in force in both countries.

ARTICLE 5

The applications for workers shall state the required specifications and qualifications for the jobs and types of jobs needed. They shall include the conditions of employment especially the salary, accommodation, transportation and any other relevant terms which shall be verified by the Ministry of Labour in the U.A.E.

ARTICLE 6

1. The terms and conditions of employment of workers in the U.A.E. shall be defined by a separate labour contract between the worker and the employer. The contract shall clearly state the rights and obligations of the worker and the employer and shall be in conformity with the provisions of Philippine and U.A.E. labour laws and regulations. Such contract shall be verified and authenticated by the U.A.E. Ministry of Labour.

2. All stipulations in the labour contract signed by the worker and the employer should not deviate from the contract signed by the same worker and employer submitted to the U.A.E. Ministry of Labour and the Philippine Government for verification purposes.

3. A standard labour or model contract shall be drafted jointly by the joint Committee, as stated in Article 10 below, as part of its functions.

ARTICLE 7

The labour contract shall be written in its English and Arabic versions in every page and shall be the only authentic versions recognized by the Ministry of Labour and the law courts in the U.A.E. In case of any dispute arising in relation to the provisions of the labour contract between the employer and the worker, the Arabic version shall prevail when the dispute is referred to the concerned authorities in the U.A.E.

ARTICLE 8

Workers shall have the right to remit all their savings to their country of origin or elsewhere in accordance with the financial regulations in the U.A.E.

ARTICLE 9

In case of dispute between the employer and the worker, complaint shall be presented to the relevant authorities in the U.A.E. to endeavor for an amicable settlement. If no amicable settlement is reached, the complaint shall be referred to the competent judicial authorities in the U.A.E. for settlement.

ARTICLE 10

A joint committee, composed of an equal number of representatives from both Parties, shall be created for the implementation of the provisions of this Memorandum of Understanding. The joint Committee shall organize working meetings, consultations and workshops, and shall meet alternately in their respective countries, at least once a year or whenever deemed appropriate.

ARTICLE 11

Any amendment or revision to the text of this Memorandum of Understanding shall be done in writing by mutual consent of the Parties, through diplomatic channels. Such amendment or revision shall enter into force in accordance with the provisions of Article 13.

ARTICLE 12

Any dispute between the Parties arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled by consultations or negotiations, through diplomatic channels.

ARTICLE 13

This Memorandum of Understanding shall enter into force provisionally on the date of signature. It shall enter into force definitively 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 14

This Memorandum of Understanding shall remain in force for a period of five (5) years and may be extended for a similar period unless one party officially notifies the other of its desire to suspend or terminate this Memorandum of Understanding six (6) months prior to its intended date of expiration. Unless otherwise agreed, its suspension or termination should not prejudice the completion of existing and valid contracts initiated under this Memorandum of Understanding by the joint Committee established under Article 10.

In witness whereof the undersigned being duly authorized by their respective governments have signed this Memorandum of Understanding.

Done in the City of Manila on the 9th of April in the year two thousand and seven in the Arabic and English languages, both texts being equally authentic.

For The Government of the Republic of the Philippines

ARTURO D. BRION
Secretary of Labor and Employment

For The Government of the United Arab Emirates

9/4/07

DR. ALI BIN ABDULLA AL-KAABI
Minister of Labour

CERTIFIED TRUE COPY