

**AGREEMENT ON EMPLOYMENT OF DOMESTIC
WORKERS BETWEEN THE GOVERNMENT OF THE STATE
OF KUWAIT AND THE GOVERNMENT OF THE REPUBLIC
OF THE PHILIPPINES**

The Government of the State of Kuwait represented by the Public Authority of Manpower, hereinafter referred to as the First Party and the Government of the Republic of the Philippines represented by the Department of Labor and Employment, hereinafter referred to as the Second Party, jointly referred to as the Parties;

Noting the Kuwaiti laws and regulations on domestic workers that govern the recruitment and employment of domestic workers in Kuwait and provide the legal protection for the rights of Filipino domestic workers;

Noting the Philippine laws on recruitment and deployment of Filipino workers ;

Based on the shared desire of the "Parties" to ensure the rights of Filipino domestic workers in accordance with the provisions of the Kuwaiti Laws relating to domestic workers and in compliance with the Philippine laws on recruitment and deployment of Filipino workers;

Both laws provide legal protection to the employer and Filipino worker.

Have agreed as follows:

Article 1
AREAS OF COOPERATION

The Parties shall undertake the following:

1. Uphold ethical recruitment policies, systems, and procedures for the recruitment and employment of domestic workers, pursuant to the applicable laws and regulations of both Parties;
2. The recruitment and employment of Filipino domestic workers will be governed by a standard contract;
3. Ensure that the recruitment and entry of domestic workers, as well as their repatriation under this Agreement shall be in accordance with the relevant laws and regulations of both Parties;
4. Take legal measures against erring employers, domestic workers, Kuwaiti recruitment or Philippine recruitment agencies for any violation of employment contract provisions, applicable laws, rules and regulations of both Parties;
5. Resolve any issues arising from the implementation and enforcement of any provision of this Agreement;
6. Provide a mechanism of inspection and monitoring of the level of care offered to the domestic workers through official authorities in Kuwait;
7. Guarantee the compliance with the recruitment laws and regulations of both countries;
8. Working on reducing the costs of recruitment of the domestic workers ;
9. Both parties are committed to open all areas of cooperation relating to sending and recruiting domestic workers through all licensed recruitment offices or agencies .

Article 2
RESPONSIBILITIES OF THE FIRST PARTY

The First Party shall:

1. Guarantee the rights of domestic workers as provided by the applicable laws, rules and regulations of the "First Party";
2. Ensure that the employer shall provide the worker with food, housing, clothing, and registering the domestic worker in the health insurance system that covers her/his treatment in case of illness or injury due to work as well as being committed to compensate her/him for job injuries and transporting the deceased body of the domestic worker to her/his country when she/he dies and paying the wages of the month in which the worker died and other rights as provided in the Kuwaiti Law;
3. Ensure that the employer is not allowed to keep in her/his possession any of the domestic workers' personal identity documents such as passport. Both Parties agreed that the passport is the property of the Philippine government under its law and should not be in the possession of the employer;
4. Allow the domestic workers to have and use cellular phones and other means to communicate with their families and their government and to prohibit their employers from confiscating them;
5. Disqualify employers who have records of contract violations or abusing workers from recruiting Filipino workers and pursue appropriate legal action against such employers;
6. Facilitate the opening by the employer of a bank account under the name of the domestic worker and allow the domestic worker the reasonable opportunity to remit her/his monthly salary to the Philippines as provided for in the employment contract;

7. Ensure that an aggrieved worker shall have access to the services of the Department of Domestic Labor, which has the jurisdiction to settle any dispute that arises between the parties to the contract. The Department of Domestic Labor shall settle the dispute within fourteen (14) days from the date that the complaint was filed. If a settlement is not reached, the dispute shall be referred to the competent court, which shall hear the case within thirty (30) days from the date that the referral was made. Litigants must be notified before at least two (2) weeks prior to the date of session and all domestic worker cases wherein the claimant is the domestic worker are to be free of judicial charges at all levels of the judicial proceedings;

8. Upon the renewal of the contract after its completion based on the desire of the two parties (i.e. the employer and the domestic worker) or transfer of residency of a domestic worker to another employer, two copies of the bilateral contract approved by the State of Kuwait shall be issued between the domestic worker and the new employer. to ensure that the worker consents to the transfer, he or she should be presented to the Philippine Overseas Labor Office (POLO) upon the submission of the new employment contract;

9. Facilitate the repatriation of domestic workers upon contract completion or labor contract violation in accordance with applicable laws and procedures in Kuwait;

10. Strictly enforce the agreed wage in the contract and minimum age requirement in accordance with the laws and regulations of the First Party;

11. Provide legal assistance to workers concerning violation of labor contract or the existing domestic worker law;

12. Establish a mechanism, which shall provide 24 hour assistance to the domestic worker.

Article 3

RESPONSIBILITIES OF THE SECOND PARTY

The Second Party will:

1. Ensure that the arriving domestic workers meet the medical requirements imposed by the First Party and are devoid of all infectious/transferrable diseases through accurate and thorough medical examinations;
2. Ensure to provide law enforcement clearance of the domestic worker issued by competent authorities in the Philippines which indicates that the domestic worker has no criminal record as well as her/his good behavior;
3. Require that Philippine Recruitment Agencies shall not charge or deduct from the salary of the domestic worker any costs attendant to his/her recruitment and deployment or impose any kind of unauthorized salary deductions;
4. Ensure the contracting parties the right of recourse to competent authorities in case of contractual disputes, in accordance with applicable laws, rules and regulations of both Parties;
5. Ensure the prospective domestic workers are trained and certified on housework in specialized institutes and have received orientation on Kuwaiti laws, customs and traditions and the terms and conditions of the employment contract;
6. Require recruited domestic workers to observe Kuwaiti laws, morals, ethics and customs while residing in Kuwait;

7. The Philippine Embassy in Kuwait, through the Philippine Overseas Labor Office (POLO), shall verify all standard contracts signed by the parties;
8. Ensure that the recruitment and employment of newly-hired domestic workers shall be through recruitment offices or agencies that are licensed by their respective governments;
9. Ensure to employ only domestic workers within allowable age, in possession of appropriate skills certification, and have completed the necessary pre-departure orientation seminars in accordance with existing laws, rules and regulations of the Second party;
10. Ensure the access of domestic workers to legal assistance from concerned offices of the Second Party, as may be necessary and practicable;
11. Impose sanctions on an erring Philippine Recruitment Agency for committing a recruitment violation.

Article 4

JOINT COMMITTEE

A Joint Committee led by senior officials of both parties shall be formed to implement the following tasks:

1. Follow up the implementation of this Agreement;
2. Conduct annual meetings, review, assessment and monitoring of the implementation of this Agreement and the standard contract alternately in the Philippines and Kuwait, or as may be necessary and upon the request of one of the Parties.;
3. Make necessary recommendations to resolve issues and problems on the employment, and health conditions arising from the implementation and the interpretation of the provisions of this Agreement or amendment/s to this Agreement.

Article 5
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 6
IMPLEMENTATION AND DURATION

This Agreement shall enter into force from the date of the final notification on which one party shall notify the other party of the completion of necessary national legal requirements for its implementation.

This Agreement may be subject to amendment with the consent of both parties. The amendment shall enter into force according to the above-mentioned procedures of the preceding paragraph.

This agreement shall remain in force and effect for a period of four (4) years and shall be renewed automatically , unless either party notifies in writing through the diplomatic channels of its desire to terminate or suspend this agreement six (6) months prior to the ending of its validity.

The termination of this Agreement shall not affect the completion of the ongoing activities that have been started for implementation.

Done in Kuwait city, on 11th of May 2018, in two originals, in Arabic and English, both texts being equally authentic.

On behalf of

**the Government of the
State of Kuwait**

On behalf of

**the Government of the
Republic of Philippines**

**Sabah Khaled Al-Hamad
Al-Sabah
Deputy Prime Minister And
Minister of Foreign Affairs**

**Alan Peter S. Cayetano
Secretary of Foreign Affairs**