

Memorandum of Understanding
Between
The Government of the Republic of the Philippines
And
The Government of the State of Kuwait
in
the Field of Labor Cooperation

The Government of the Republic of the Philippines represented by the Department of Labor and Employment and the Government of the State of Kuwait represented by the Ministry of Social Affairs and Labor hereinafter referred to as the Parties;

Confirming the existing friendly relations between the governments and the people of both countries;

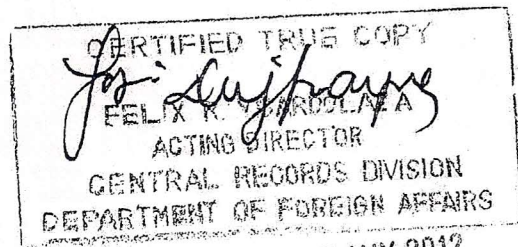
Desiring to establish bilateral relations based on mutual interest between them;

Desiring to promote cooperation and co-ordination in the field of labor cooperation including preservation and development of workers' welfare in accordance with existing laws and regulations and international conventions to which both are parties;

Both Parties have agreed:

Article (1)

The Parties shall strengthen cooperation in the field of labor and employment.



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Article (2)

The Parties shall facilitate relevant services to adopt and develop such cooperation within the framework of the existing laws, rules and regulations of both countries.

Article (3)

The Parties shall facilitate labor mobility within the framework of the existing applicable laws, rules and regulations in each country.

The recruitment and employment of workers shall be in accordance with existing laws and procedures between the two countries and shall be governed by the principles of transparency and mutual benefit.

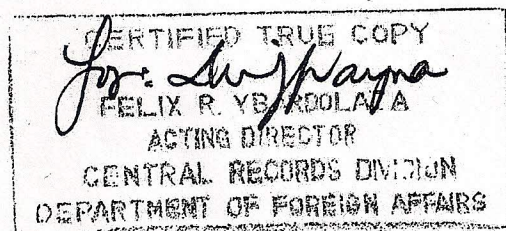
Article (4)

The Parties shall share expertise and knowledge in the field of job creation and employment through exchange of visits and consultations.

Article (5)

The basic conditions of employment and the rights and duties of both the employer and the employee shall be specified in the contract of employment in accordance with the relevant laws and regulations.

The employment contract must be written in the English and Arabic languages, both being equally authentic.



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Article (6)

The employer in the host country shall issue the work permit along with the documents presented at the time of seeking approval as well as a copy of the employment contract of the worker within two months of his arrival in the country.

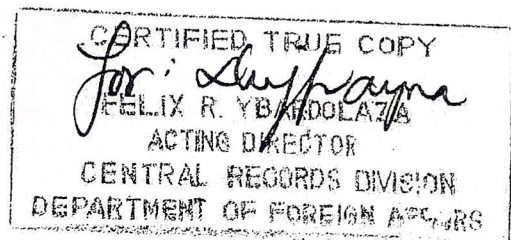
Article (7)

Any dispute between the employer and the worker arising out of the interpretation or implementation of the employment contract shall be settled amicably by consultation or negotiation. The worker's right to have access to competent courts shall likewise be ensured by both Parties.

Article (8)

A Joint Working Group shall be constituted to carry out, among others, the following tasks:

- a) Ensure the implementation of this MOU;
- b) Jointly review and agree on a standard employment contract;
- c) Propose revisions of the MOU as may be necessary and to resolve problems of difficulties in its implementation; and
- d) Study emerging employment opportunities and suggest measures of technical cooperation, training skill enhancement and to provide all the sectors with technically skilled personnel for the benefit of both parties.



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Article (9)

The parties shall formulate specific protocols that will fully implement the terms of this MOU including the areas of cooperation referred to in this MOU. Such documents shall become annexes and form part of this MOU.

Article (10)

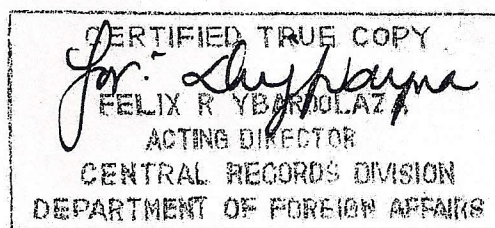
Any disputes concerning the interpretation or implementation of this MOU shall be settled through consultations and negotiations.

Article (11)

This MOU shall take effect on the date of the receipt of the later written notification by a Party, through diplomatic channels, indicating compliance with the domestic requirements for its entry into force.

This MOU can be amended by mutual written consent of the Parties and the amendment will be effective following the procedures mentioned in the immediately preceding paragraph of this article.

This MOU shall remain in force for a period of two (2) years and shall be automatically renewed for similar period or periods, unless either party notifies the other party in writing through diplomatic channels of its intention to terminate it at least six (6) months prior to the expiry of this MOU.

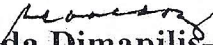


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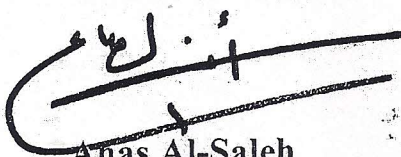
The termination of this MOU shall not affect any ongoing activities under its provisions until the completion of these activities.

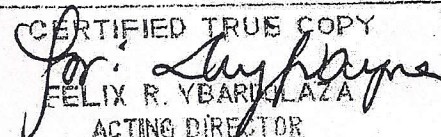
DONE in Manila on this 23rd March 2012, in duplicate, in English and Arabic languages, both texts equally authentic.

For the Government of the
Republic of the Philippines


Rosalinda Dimapilis-Baldoz
Secretary of Labor and
Employment

For the Government of the
State of Kuwait


Anas Al-Saleh
Minister of Commerce and
Industry

CERTIFIED TRUE COPY

FELIX R. YBARRA-LAZA
ACTING DIRECTOR
CENTRAL RECORDS DIVISION
DEPARTMENT OF FOREIGN AFFAIRS

07 MAY 2012