



**Philippine
Overseas
Employment
Administration**

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**MEMORANDUM CIRCULAR NO. 06
Series of 2020**

TO : ALL CONCERNED

SUBJECT : Guidelines on the Resumption of the Recruitment and Deployment of Household Service Workers (HSWs) to Kuwait

Pursuant to the Governing Board Resolution No. 7, Series 2020, the POEA Governing Board approved the lifting of the ban in the deployment of household service workers to Kuwait and allow the resumption of the processing and deployment of all categories of domestic workers or household service workers (HSWs). The ban was lifted upon due consultation with the Department of Foreign Affairs as well as the approval by the Kuwait and Philippine governments of a harmonized Standard Employment Contracts for Filipino domestic workers or household service workers in Kuwait on 02-02 February 2020 during the PH-Kuwait Joint Committee Meeting held in Kuwait. The following guidelines are hereby adopted for the resumption of the deployment of Filipino domestic workers or household service workers to Kuwait.

The Philippine Recruitment Agencies (PRAs) and principal shall comply with the following:

A. Standard Employment Contract

The Standard Employment Contract (Standard Triple-Party Recruitment/Employment Contract (Male/Female Domestic Worker) and the Standard Two-Party Recruitment/Employment Contract (Male/Female Domestic Worker) approved and agreed upon by the Kuwait and Philippine governments shall be used and verified by the POLO for the processing of the domestic workers or HSWs.

The copy of the Standard Employment Contract is hereto attached as Annex "A".

B. Affidavit of Undertaking

The Philippine Recruitment Agencies shall execute and submit to the Landbased Center upon the processing of the documents of the newly-hired domestic workers or HSWs the hereto attached Affidavit of Undertaking as Annex "B".

This Circular shall take effect immediately.

For strict compliance.

BERNARD P. OLALIA
Administrator

11 March 2020
CONTROLLED AND DISSEMINATED
BY CRD ON MAR 13 2020

PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION
Administrative Branch
Central Records Division
MAR 13 2020
RECEIVED
BY: MARTIN REYES III TIME: 2:51

Standard Triple-Party Recruitment / Employment Contract (Male / Female Domestic Worker)

As of the following mentioned day dated the parties agreed to the following:

1- (Office - Company) (First Party) for domestic workers and manpower recruitment according to the Ministry of Manpower, Unified no. and the Public Authority of Manpower Permit no.

2- (Mr., Mrs., Ms.) Civil ID no. Number of family members (.....) Type of residence Employee / Retired (Second Party), Home address Phone number

3- (Mr., Mrs., Ms.) Nationality Gender (Male / Female), Date of Birth Job Holder of Passport no. (Third Party - Domestic Worker) who was deployed by

Annex "A"

Preamble:

Since the second party wishes to recruit a domestic worker to work at his/her household, and the first party is authorized to recruit domestic workers by the Public Authority of Manpower, whereas the third party wishes to work for the second party; it's agreed to do the following:

First: The preamble is an integral part of this contract provisions and is bound to it.

Second: Both the first and second parties acknowledge that they have read the Amiri decree number 17 of the year 1959 concerning foreigners' residency and the decrees complied with it, and decree number 68 of the year 2015 concerning domestic workers and the decrees complied with it, and the commitment to all of the terms stated within.

Third: The first party must commit to recruit the third party to work for the second party under the occupational title of with payment of Kuwaiti Dinars only, which represents the amount of the third party's recruitment, and the first party's commission for he must pay an amount of (40 KD) once the first party receives the visa from the second party and the rest of the amount of KD which must be paid upon the arrival of the third party and handing him/her over to the second party.

Fourth: The first party (Office/Company) must comply to the following:

1- Submitting a clear, colored 4x6 picture of the third party to the second party, and another clear and colored 9x12 picture of the domestic worker in full standing position, in addition to a copy of the passport and a document stating general information about the following (name - nationality - work experience - languages - religion - birthdate - weight - height - academic degree - marital status).

2- The first party must comply to recruiting the third party to work for the second party in a period not exceeding 90 days from the day that the second party submits the visa to the first party. And in case the third party fails to arrive within that period, the first party complies to return the amount paid by the second party within 3 days.

3- The first party complies to receive the third party once he/she arrives in the country, and hand him/her to the second party within 24 hours of his/her arrival. Failing to do so, the first party must inform the Domestic Workers Recruitment Department and the third party will be taken into the Public Authority of Manpower housing center.

4- The first party complies to return the third party back to his/her country and give the second party a refund within 6 months (warranty period) of receiving the domestic worker to work for the second party. This is subject to all cases mentioned in article 17 of law 68 of the year 2015 which are mentioned below:

- An existing obstacle that prevents the domestic worker from working, and the second party has nothing to do with it.
- Domestic worker has a communicable/infectious disease or physical, mental or health disability that prevents him/her from working.
- An issued legal impediment imposed in regards to public interest which might prevent the employer from issuing a visa for the domestic worker.
- Deportation of the domestic worker in regards to public interest.
- False information provided by the office/company about the domestic worker.
- If the domestic worker refuses to work or leaves to an unknown destination.

In case the office/company refuses to handle the expenses of returning the domestic worker back to his/her home country, and/or refuses to refund the employer, the Domestic Workers Recruitment Department will handle the situation based on the guarantee letter mentioned in article 2 of the law 68 of the year 2015 concerning domestic workers.

5- Conveying the domestic worker to the Domestic Workers Recruitment Department if he/she returns to the office/company unless there was an exception.

6- The first party complies to transfer the third party's deceased body to his/her country in case the cause of death is related to illness that is dated prior to the date of entry to the country, and a period of employment that did not exceed 6 months from handing the domestic worker to the employer.

Fifth: The second party (Employer) is committed to the following:

1- Providing an appropriate housing for the third party equipped with all necessities and decent means of living.

2- Providing suitable food and clothes for the third party (Domestic Worker) in a way that ensures him/her adequate life, and is obliged to provide him/her with medical treatment and nursing by registering him/her in the health system applicable in the State of Kuwait pursuant to Law No. (1) of the year 1999.

3- Salary must be paid at the end of each Gregorian month starting from the first day of work and should not be less than the designated amount by ministerial decree, signed by the third party (Domestic Worker) on the contract, and the money transfer receipt is considered proof of receiving the salary.

4- Compensating the third party in case of injury during work or because of it according to the provisions of Kuwait Civil Law.

5- Issuing a valid residency for the third party (Domestic Worker) for the duration of the contract in accordance with Amiri decree number 17 of the year 1959 concerning foreigners' residency and the decrees complied with it.

6- Handling all expenses to bring the third party (Domestic Worker) and should not lay any of these expenses on the third party.

7- Paying the expenses of transferring the third party (Domestic Worker) deceased body to his/her country as well as sending the salary of the last month to the third party's beneficiaries.

8- It is not permissible for the second party (Employer) to assign a domestic worker to work outside the State of Kuwait. If this occurs without the agreement of the worker, the worker will be returned to his/her country at the expense of the second party (Employer).

9- The third party (Domestic Worker) is entitled to own a phone and use it outside the working hours, provided that he/she keeps the secrets and privacy of the household, and use such phone in a manner consistent with public morals.

Sixth: The third party (Domestic Worker) is obligated to the following:

1- Do the work he/she is supposed to do by following and complying to all instructions of the second party and his/her family members under the condition that these instructions do not threaten the third party's life or offend his/her dignity. The third party must also respect the customs and traditions of the country.

2- Preserving the secrets, belongings and money of the second party and his/her family members.

3- Refusal to work for others whether with or without commission.

Seventh: General provisions:

1- The third party (Domestic Worker) works for the second party (Employer) under the job title of with a monthly salary of K.D.

2- This contract is effective from the first day of commencing work at the second party's household and is valid years as of and is renewable for longer periods unless one of the parties (second/third) expresses the desire not to renew at least two months before the contract expiry.

3- Third party working hours must not exceed 12 hours daily, whereas continuous working hours must not exceed 5 hours daily followed by at least 1 hour resting time which is not included in the overall working hours. The third party also has the right to sleep for a continuous 8 hours minimum at night.

4- Not depriving the third party from the right of having a fully paid weekly rest.

5- Not depriving the third party from the right of having a fully paid annual leave.

6- An end-of-service bonus payment equivalent to one-month salary for every year served by the third party at the end of his/her contract.

7- The second party (Employer) is not allowed to keep in his/her possession any of the third party's (Domestic Worker) personal identity document such as passport.

8- Transferring the residency of the third party (Domestic Worker) is prohibited during first party (Office/Company) warranty period.

9- The second party (Employer) shall bear the cost of economy class ticket for the third party (Domestic Worker) return to back to his/her country at the end of the contract or any other renewed periods.

10- In case of conflict about any of this contract articles, the case will be referred to the Public Authority of Manpower for the settlement of the conflict. Failed settlements will be referred to designated court.

11- Anything unstated in this contract must be referred to the articles under law no. 68 of 2015 in respect to domestic workers rules, and in case of lack of law acts that address it, the Kuwaiti laws are applicable.

12- This contract has been made in both Arabic and English languages and all parties should have full knowledge of the contents of this contract, the Arabic text shall prevail and be referred when necessary.

13- This contract is drawn in original and three copies. The original shall be sent to the Public Authority of Manpower, after the arrival of the third party to the country and signing the contract. The first and second copies are for the first party, and the third one shall be sent to the second party.

First Party (Office/Company)	Second Party (Employer)	Third Party (Domestic Worker)
Name:	Name:	Name:
I.D.:	I.D.:	Passport #:
Signature:	Signature:	Signature:

Standard Two-Party Recruitment / Employment Contract (Male / Female Domestic Worker)

As of the following mentioned day Dated the parties agreed on the following:

- 1- Mr./Ms./Mrs. Nationality Civil ID Number. Number of family members Residence type Job title Home address Phone Number (First Party / Employer)
- 2- Mr./Ms./Mrs. Nationality Gender Date of birth Job title Holder of passport number (Second Party / Domestic Worker)

Preamble:

Since the first party (Employer) wishes to recruit a domestic worker to work at his/her household, and the second party (Domestic Worker) wishes to work for the first party, it is agreed on the following:

First: The preamble is an integral part of this contract provisions and is bound to it.
Second: The first party acknowledge that he/she have read the Amiri decree Number 17 of the year 1959 concerning foreigners' residency and the decrees complied with it, and decree Number 68 of the year 2015 concerning domestic workers and the decrees complied with it, and the commitment to all of the terms and items stated within.

Third: The first party (Employer) must commit to the following;

- 1- Providing an appropriate housing for the second party (Domestic Worker) equipped with all necessities and decent means of living.
- 2- Providing suitable food and clothes for the second party (Domestic Worker) in a way that ensures him/her adequate life, and is obligated to provide him/her with medical treatment and nursing by registering him/her in the health system applicable in the State of Kuwait pursuant to Law No. (1) of the year 1999.
- 3- Salary must be paid at the end of each Gregorian month starting from the first day of work and it should not be less than the designated amount initially signed by the second party (Domestic Worker) on the contract, and the money transfer receipt is considered proof of receiving the salary.
- 4- Compensating the second party (Domestic Worker) in case of injury during work or because of it according to the provisions of Kuwait Civil Law.
- 5- Issuing a valid residency for the second party (Domestic Worker) for the duration of the contract in accordance with Amiri decree Number 17 of the year 1959 concerning foreigners' residency and the decrees complied with it.
- 6- Handling all expenses to bring the second party (Domestic Worker) and should not lay any of these expenses on the second party.
- 7- Paying the expenses of transferring the second party (Domestic Worker) deceased body to his/her country as well as sending the salary of the last month to the second party's beneficiaries.
- 8- It is not permissible for the first party (Employer) to assign the second party (Domestic Worker) to work outside the State of Kuwait. If this occurs without the agreement of the domestic worker, the domestic worker will be returned to his/her country at the expense of the first party (Employer).
- 9- The second party (Domestic Worker) is entitled to own a phone and use it outside the working hours, provided that he/she keeps the secrets and privacy of the household, and use such phone in a manner consistent with public morals.

Fourth: The second party (Domestic Worker) is obligated to the following:

- 1- Do the work he/she is supposed to do by following and complying to all instructions of the first party (Employer) and his/her family members under the condition that these instructions do not threaten the second party's (Domestic Worker) life or offend his/her dignity, as well as respect the customs and traditions of the State of Kuwait.
- 2- Preserving the secrets, privacy, belongings and money of the first party (Employer) and his/her family members.
- 3- Refusal to work for others whether with or without commission.

Fifth: General provisions;

- 1- The second party (Domestic Worker) works for the first party (Employer) under the job title of With a monthly salary of K.D.
- 2- The contract is effective from the first day of commencing work at the first party's household and is valid for years as of the date and is renewable for longer periods unless one of the parties expresses the desire not to renew at least two months before the expiry of the contract.
- 3- Second party (Domestic Worker) working hours must not exceed a total of 12 hours daily, whereas continuous working hours must not exceed 5 hours, followed by at least 1 hour resting time which is not included in the overall working hours. The second party also has the right to sleep for a continuous 8 hours minimum at night.
- 4- Not depriving the second party (Domestic Worker) from the right of having a fully paid weekly rest.
- 5- Not depriving the second party (Domestic Worker) from the right of having a fully paid annual leave.
- 6- An end-of-service bonus payment equivalent to one-month salary for every year served by the second party (Domestic Worker) at the end of his/her contract.
- 7- The first party (Employer) is not allowed to keep in his/her possession any of the second party's (Domestic Worker) personal identity documents such as passport.
- 8- Transferring the residency of the second party (Domestic Worker) is prohibited during the first 6 months from the day of entry to the country.
- 9- The first party (Employer) shall bear the cost of economy class ticket for the second party (Domestic Worker) return back to his/her country at the end of the contract or any other renewed periods.
- 10- In case conflict about any of this contract articles, the case will be referred to the Public Authority of Manpower for the settlement of the conflict. Failed settlements will be referred to the designated court.
- 11- Anything unstated in this contract must be referred to the articles under Law No. 68 of the year 2015 in respect to domestic workers rules, and in case of lack of law acts that address it, the Kuwaiti laws are applicable.
- 12- This contract has been made in both Arabic and English languages and both parties should have full knowledge of the contents of this contract, the Arabic text shall prevail and be referred to when necessary.
- 13- This contract is drawn in original and three copies. The original shall be sent to the Public Authority of Manpower, after the arrival of the second party (Domestic Worker) and to the country and signing on the contract. The first and second copies are for the first party (Employer), whereas the third copy shall be given to the second party (Domestic Worker).

First Party
(Employer)
Name:

I.D.:

Signature:

Second Party
(Domestic Worker)
Name:

Passport #:

Signature:

Annex "B"

REPUBLIC OF THE PHILIPPINES}
CITY OF _____ } S.S.

AFFIDAVIT OF UNDERTAKING

I, _____, of legal age, _____ and with office address at _____, after being duly sworn, hereby depose and state:

1. That I am the Proprietor/ General Manager/President of _____;
2. That as the authorized representative of the agency/company, I hereby undertake:
 - a. To select and deploy only medically fit and competent domestic workers as tested by the employers and certified by TESDA or by other competent authority,
 - b. To provide orientation to the domestic workers on recruitment procedures, as well as the country profile and the working and living conditions, and other relevant information about the host country and work site;
 - c. To guarantee compliance with existing labor and social legislation of the Philippines and Kuwait;
 - d. To monitor the status and condition of its deployed domestic workers and submit a quarterly report including significant incident reports within five days from occurrence;
 - e. To assume joint and solidary liability with the employer for all claims and liabilities which may arise in connection with the implementation of the contract, including but not limited to payment of wages, death and disability compensation and repatriations;
 - f. I am executing this affidavit in compliance with Memorandum Circular No. _ Series of 2020.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2020 at _____, affiant exhibiting to me the passport place below the name and signature.

Witness my hand and seal on the place and date just above written.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020