

**Principles and Controls  
For  
Regulating Deployment and Employment of Filipino Domestic  
Workers**

**Between  
Government of the Hashemite Kingdom of Jordan / Ministry of  
Labour**

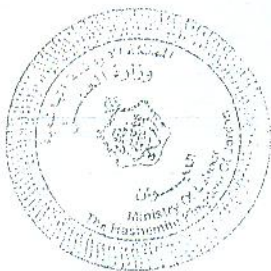
**And  
Government of the Republic of the Philippines/Department of  
Labour and Employment**

**First Party:** Government of the Hashemite Kingdom of Jordan,  
represented by the Ministry of Labour

**Second Party:** Government of the Republic of the Philippines, represented  
by the Department of Labour and Employment.

The governments of the two countries shall be referred to as "The Parties".

In an endeavor to consolidate and develop the bonds of friendship and cooperation between the Government of Jordan and the Government of the Philippines, and in order to lay down arrangements for regulating deployment and employment of Filipino Domestic Workers in Jordan, and in appreciation of the importance of the bilateral cooperation in laying down the most suitable



steps, criteria and procedures for that purpose, and to make clear the common rights between workers and employers in accordance with legislation in force in both countries, and in execution of the Memorandum of Understanding signed on 27/5/2010 between the two countries in the field of labour,

And in accordance with legislation in force in both Parties they agreed as follows:

**Article One:**

Arrival and recruitment of Filipino Domestic Workers in Jordan shall be done through agencies licensed for that purpose in cooperation with Filipino agencies also licensed for that purpose, in accordance with legal procedures in force in both Parties.

**Article Two:**

Licensed Filipino employment agencies and Jordanian recruitment agencies, shall be bound to follow legislation and arrangements in force in both Parties. The first party shall ensure that the Domestic Worker is issued the appropriate visa to work in Jordan before leaving the Philippines.

**Article Three:**

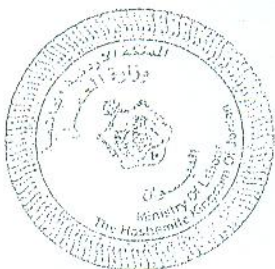
Work permit and residence permit should be issued for a Filipino Domestic Worker in accordance with legislation in force in Jordan in accordance with Article Ten of this instrument.

**Article Four:**

The licensed and accredited Philippine and Jordanian agencies shall ensure full compliance with all Laws, Bylaws and Regulations of both Parties.

**Article Five:**

Offices and agencies of both Parties shall only employ Filipino Domestic Workers who are 23 years of age or older. The Philippine agency responsible for deploying an under aged worker shall be held responsible according to



Philippine laws, and the Jordanian agency shall be held responsible according to Jordanian laws.

**Article Six:**

Working contracts should be verified by the POLO and authenticated by the Embassy of the Republic of the Philippines in Amman.

**Article Seven:**

The employer shall obtain a life insurance policy in favor of the Filipino Domestic Worker. The policy shall be obtained from an accredited insurance company and should be valid for two years and shall be renewed whenever the employer and the Filipino Domestic Worker agrees to its renewal, in addition to the Mandatory Insurance as required by the Philippine Government.

**Article Eight:**

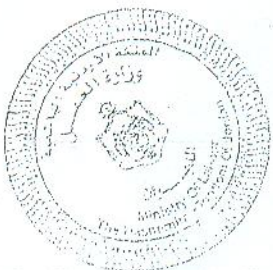
Accredited offices and agencies of both Parties shall provide employers and Domestic Workers with guiding leaflets on their rights and obligations in order to reduce cases of misunderstanding that may happen because of differences in cultural habits and traditions.

**Article Nine:**

Offices of recruitment in Jordan shall keep records of all Filipino Domestic Workers working in Jordan. The Embassy of the Philippines in Jordan has the right to obtain a copy of the record through the Jordanian Ministry of Labour.

**Article Ten:**

Jordanian legislation shall govern change of employer, in case the need arises.





### **Article Eleven:**

- 1- The Employer should open a bank account in the name of the Filipino Domestic Worker and deposit his monthly salary from the first month of his employment, and within no more than seven days from the salary due date. Both the employer and the Domestic Worker shall keep a copy of the depositing coupon as proof of payment.
- 2- The Employer is committed not to employ the Filipino Domestic Worker in any work other than what is stated in the work contract, and the employer should provide decent accommodation, food, clothing and medical care. The Filipino Domestic Worker shall have one day off each week, and there should be no restrictions on his correspondence or religious practices to the extent that they do not affect the feelings of the family or its customs and traditions. Working hours should not exceed the number of hours stated in the relevant Jordanian legislation which is ten hours.

### **Article Twelve:**

The two Parties shall provide each other with an updated list of relevant fees and costs collected by recruiting agencies in Jordan and in the Philippines regularly.

### **Article Thirteen:**

Both parties undertake to abide by rules and procedures to prevent the recruitment of any Filipino Domestic Worker except through the official channels in accordance with legislations and procedures in force by both Parties.



#### **Article Fourteen:**

- 1- The Department of Labour and Employment of the Philippines ensures that the Domestic Worker should be trained, qualified and in possession of a credited certificate as required by both Parties.
- 2- A Filipino Domestic Worker should abide by the instructions of the employer and should respect laws, regulations, customs and traditions in Jordan.

#### **Article Fifteen:**

The Department of Labour and Employment of the Philippines certifies that the Domestic Worker has been trained and certified before going abroad to guarantee that the domestic worker is familiar with the language, customs and traditions, with the purpose of limiting misunderstandings that could happen as a result of cultural differences.

#### **Article Sixteen:**

- 1- Agencies in the Philippines are obliged to undertake medical examination for the Domestic Worker in duly accredited hospitals and medical centers accepted and verified in accordance with the applicable laws and regulations in force at the Ministries of Health of both Parties.
- 2- The medical report should include relevant medical examinations which guarantee that a Domestic Worker is physically and mentally fit, and is free from infectious and communicable diseases. A pregnancy test should be done. A Domestic Worker should be capable of carrying out duties outlined in the work contract. The medical examination must come from a clinic/hospital recognized by the Philippine Government to administer the said examination for the Domestic Worker. Jordanian agencies should provide a medical certificate from the relevant sides in Jordan stating that a Domestic Worker deployed to Jordan is physically





and mentally fit and is free from infectious and communicable diseases. A pregnancy test should be carried out upon arrival in Jordan.

- 3- Agencies in the Philippines shall secure the written consent of the Domestic Worker to work as a Domestic Worker.

#### **Article Seventeen:**

- 1- The Philippines Department of Labour and Employment shall take necessary measures to ensure that the Philippine recruitment agency shall replace a Domestic Worker at their expense, or compensate the employer within a period not exceeding three months, in the following cases:
  - a) If the Filipino Domestic Worker sent by them does not have the official qualifications certificate for domestic work.
  - b) If the Domestic Worker refused to continue to work for no justifiable reasons.
  - c) If the Domestic Worker written consent to work as a Domestic Worker could not be produced.
  - d) If the age of the Filipino Domestic Worker is not within the agreed age range (i.e. 23 years or more).
- 2- Filipino agencies and Jordanian agencies shall bear all expenses incurred by the employer including air fares, if it appears during the first three months after the arrival that the Filipino Domestic Worker is not physically or mentally fit, or suffers from a communicable or infectious disease, or is pregnant. In these cases the Domestic Worker should be replaced without any cost to the employer.



### **Article Eighteen:**

Both Parties shall take legal actions, including penalties and fines, against offices and agencies in both Parties who violate laws and regulations of either Party, or who violate any provisions of these Principles and Controls.

### **Article Nineteen:**

The Embassy of the Philippines undertakes to notify Jordanian Ministry of Labour of the Domestic Workers who run away from their employers homes and seek refuge at the Embassy. The Ministry of Labour shall act to resolve any outstanding problems between the Domestic Worker, the employers and the Jordanian agencies through a committee formed for this purpose.

### **Article Twenty:**

Both Parties of the work contract, the offices and the agencies have the right to resort to the competent courts to claim any rights and/or compensations in accordance with the legislations in force.

### **Article Twenty One:**

- 1- A joint action committee, which includes the concerned officials of both Parties, shall be formed to discuss problems arising from the execution of these principles and controls.
- 2- This committee shall meet alternately at least once a year, or when the need arises.

### **Article Twenty Two:**

Either of the two Parties may amend these Principles and Controls by a written request through diplomatic channels. Such amendment shall become part and





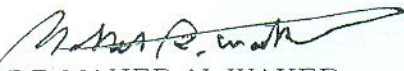
parcel of these Principles and Controls and shall become effective from the date agreed by both Parties.

**Article Twenty Three:**


- 1- These Principles and Controls shall become effective on the thirtieth day from the date of the last notification by either Party through diplomatic channels in which the Party states the completion of legal procedures necessary for validity.
- 2- These Principles and Controls shall be valid for three years renewable automatically for a similar period, unless either of the Parties shall give notice to the other Party of its wish to terminate them, at least three months prior to their expiry date.
- 3- The termination of these Principles and Controls shall not affect the validity of any transaction in process within the framework of their rules, until the completion of such transaction. In confirmation of the above the parties signed these Principles and Controls.

This document has been drafted in two original copies, in the City of Amman, Hashemite Kingdom of Jordan, on 29/1/2012 in Arabic and in English. Text in both languages have the same legality. In case of dispute in the interpretation of any of the provisions of these Principles and Controls, the English text shall prevail.

For The Government Of The  
Hashemite Kingdom Of Jordan

  
DR. MAHER AL WAKED  
Minister Of Labour

For The Government Of The  
Republic Of Philippines

  
ROSALINDA D. BALDOZ  
Secretary Of Labour and  
Employment

