



**ADDITIONAL PROTOCOL  
TO THE AGREEMENT BETWEEN**

The Government of the Republic of the Philippines

-and-

The Government of the State of Qatar

**CONCERNING FILIPINO MANPOWER EMPLOYMENT  
IN THE STATE OF QATAR SIGNED ON 10 MARCH 1997**

The Governments of the Republic of the Philippines and of the State of Qatar (the Parties),

Believing in the consolidation of mutual cooperation in the best interests of their citizens,

Desiring to update the provisions of the Agreement between the Government of the Republic of the Philippines and the Government of the State of Qatar Concerning Filipino Manpower Employment signed on 10 March 1997, (the Agreement),

Have agreed as follows:

**Article (1)**

The Department of Labor and Employment of the Republic of the Philippines and the Ministry of Labour of the State of Qatar shall represent the Republic of the Philippines and the State of Qatar, respectively, in all matters relating to the implementation of the Agreement between the Government of the Republic of the Philippines and the Government of the State of Qatar Concerning Filipino Manpower Employment in the State of Qatar signed on 10 March 1997.

**Article (2)**

The Parties recognize that the recruitment of Filipino Manpower for the private sector in Qatar will be made through a Philippines recruitment agency duly licensed by the Department of Labor and Employment of the Republic of the Philippines.

**Article (3)**

The Parties shall review from time to time, through the Joint Committee referred to in Article (13) of the Agreement, the possible employment opportunities in the State of

Qatar, including the general information regarding development plans in the State of Qatar, projected employment opportunities thereunder for particular labour categories or skills, the expected duration of these employment opportunities, and the availability of the desire of Filipino citizens to make use of them.

**Article (4)**

The Joint Committee referred to in Article (13) of the Agreement shall meet once a year, alternately in each of the two States. It shall also meet when the need arises.

**Article (5)**

The conditions of employment of Filipino workers pursuant to Article (6) of the Agreement shall be as stated in the Model Contract attached to this Additional Protocol.

**Article (6)**

The 'breach' committed by the worker leading to his dismissal from work without notice and without end of service gratuity is to be understood as any one of the instances referred to in Article 61 of the Labour Law of the State of Qatar No.14 (2004).

**Article (7)**

In cases where differences or disputes are referred to the competent judicial authorities in the State of Qatar in accordance with Article 10 of the Agreement, information to that effect shall be conveyed by the competent authority of the Ministry of Labour to the Embassy of the Philippines in Qatar.

**Article (8)**

Renewal of contracts of employment beyond their duration envisaged under Article 11b of the Agreement shall be made in writing. If the contract has not been renewed and the parties thereto continue to abide by it after the expiration of its duration and without an explicit agreement, Article 40 of the Labour Law of the State of Qatar No. (14) 2004 shall apply.

**Article (9)**

The Government of the State of Qatar may take measures to repatriate any number of Filipino workers upon the expiry of their contracts of employment. It may also take the same measures before the expiry of the duration of the contracts when the need for the employment comes to an end, provided that in this latter case the wages of the workers and other rights accruing to them under the contracts of employment concluded with them or under the Labour Law of the State of Qatar, No.14 (2004) be paid to them before repatriation for the entire unavailed period of the contract.



national security of the State, with information thereon communicated to the Embassy of the Philippines in the State of Qatar, provided that their wages and other rights accruing to them under the contract of employment and the Labour Law of the State of Qatar No.14 (2004), are paid to them before repatriation for the entire unavailed period of the contract of employment.

**Article (11)**

The Republic of the Philippines reserves the right to refuse the recruitment of any Filipino national if it is contrary to the interests of the Filipino national, the public interest or the security of the Republic of the Philippines.

**Article (12)**

This Additional Protocol, which shall be considered as an integral part of the Agreement, shall remain in force for the duration of the Agreement. It shall enter into force from the date of the later written communication, through diplomatic channels, indicating that the internal requirements for its entry into force have been complied with.

Concluded in two original copies in English and Arabic, both texts are being equally authentic. In case of divergence in the texts or difference of interpretation, the English text shall prevail.

Done at Doha, Qatar on the 19<sup>th</sup> day of Shawal 1429 AH, corresponding to the 18<sup>th</sup> Day of October 2008 AD.

*[Handwritten signatures]*

For the Government of the Republic of the Philippines

*[Handwritten signature of Marriquito D. Roque]*

Honorable Marriquito D. Roque  
Secretary of Labor and Employment  
Republic of the Philippines

For the Government of the State of Qatar

*[Handwritten signature of Dr. Sultan bin Hassan Al-Dhabit Al-Dosari]*

Dr. Sultan bin Hassan Al-Dhabit Al-Dosari  
Minister of Labour  
State of Qatar

Annex

Model Employment Contract

On (date)..... corresponding to.....this contract was concluded between

1. Mr./..... as..... His address is..... (First Party)

2. Mr./....., passport no. .... ID/family card no..... residing in ..... at the following address.... (Second Party)

Agreed on the following:

1. The Second Party shall be employed by the First Party as..... in the State of Qatar in return for a monthly salary of .....

2. Contract Period:

A. This contract is for ..... Year/s starting from the date of the Second Party's start of his job in the State of Qatar. A period not exceeding six months shall be a probation period during which if the performance and conduct of the Second Party fails to meet the standard made known to him/her at the time of his/her recruitment by the licensed employment agency in the Philippines, the First Party may terminate the contract by notifying the Second Party one week before the end of the six months and shall bear the expenses of the Second Party's return to his homeland. If the worker successfully completes the probation period, the contract shall be valid for the remaining period. The contract shall end on the date of its expiration without any prior notice. If the First Party wishes the contract to continue, he shall notify the Second Party in writing of his wish to renew the contract at least thirty days before expiration of the contract.

B. The contract may not be terminated before the expiration of its duration except upon mutual agreement by the two Parties. Before the Second Party leaves work, he shall repay all debts due to the First Party.



ticket during the vacation stated in the employment contract. These expenses do not include passport costs or payment of any security.

B. The First Party shall not pay travel expenses to return home in any of the following cases:

1. Resignation by the worker before the expiration of the contract.
2. Commission by the worker of a fault leading to his dismissal from work without warning and without paying him the end of service gratuity in accordance with the Qatari Law of Labour.

4. Loans:

- A. The First Party may pay to the Second Party, if he so wishes, a personal loan equivalent to .....in the Qatari currency upon arrival to the State of Qatar for the first time, (about one month's salary) to be subtracted from the Second Party's dues in monthly installments of 10% of the monthly basic salary.
- B. The subtraction of the installments shall start from the salary of the month following the Second Party's starting work.
- C. Other loans paid to the Second Party in the Qatari currency shall be governed by the provisions stated in the above two paragraphs.

5. Wage and Gratuity:

- A. Monthly, and daily paid workers: The basic wage shall be ..... per month/per day in return for 48 working hours per week. The Second Party shall be given a paid weekly rest for one day each week and shall be paid cash in return for working overtime hours in accordance with the provisions of the Qatari Law of Labour.
- B. For production, volume or per-piece workers: The basic wage shall be in return for an average daily performance of the occupation or craft as follows:  
 .....  
 An additional wage shall be paid for the volume of work carried out by the Second Party in excess of the daily performance average as follows:  
 .....  
 In case there is no production work, the Second Party's wage shall be.....
- C. The First Party undertakes to record the number of additional daily working hours under paragraph (A) of this item, or the volume of work carried out daily under paragraph (B) of this item in a special card given at the end of the

6. Accommodations and Daily Living:

- A. The First Party undertakes to provide appropriate free single worker accommodation for the Second Party and supply the same with electric power, beds and toilettes in accordance with health conditions.
- B. The First Party shall provide the Second Party with cold potable water.

7. Medical Care and Social Welfare:

- A. The First Party shall provide the Second Party with necessary medical treatment in accordance with the regulations and provisions applied in the State of Qatar.
- B. The First Party undertakes to pay to the Second Party due compensation for occupational accidents, disability or death as a result of work, or because of it, in accordance with Qatari laws.

8. Leave:

- A. The Second Party is entitled to a fully paid regular annual leave of not less than three weeks.
- B. The Second Party is entitled to full wage on the following official leaves:
  - Eid Alfitr: three working days.
  - Eid Aladha: three working days.
  - National Day: one working day.

The Second Party is also entitled to a fully paid three working day leave on dates to be decided by the First Party.

- C. The Second Party is entitled to a fully paid sick leave after the elapse of three continued months in his job with the First Party, in accordance with the provisions of the Qatari Law of Labour.

9. General Provisions:

- A. The Second Party undertakes to perform his work pursuant to the standard of performance typical to his occupation, which shall be made known to him/her by the licensed Philippines recruitment Agency. In case of failing to maintain the standard/s, the Penalties Regulations shall be applied.
- B. The Second Party may not work for others during...



- C. The Second Party undertakes not to engage in political or religious affairs. He shall pay due regard and respect to local customs and traditions.
  - D. The Qatari Law of Labour and the decisions enforcing it shall constitute the legal basis for the provisions of this contract and shall be consulted in any dispute arising between the Two Parties, unless the terms of this contract contain better advantages for the Second Party.
  - E. This contract shall come into force subject to ratification by the competent authorities in the two States.
10. This contract is done in Arabic and English in four originals, one to be kept by the employer, the second by the worker, the third to be deposited with the Ministry of Labour and the fourth with the Embassy of the Republic of the Philippines in the State of Qatar.

First Party (The Employer)

Second Party (The Worker)

Verified and authenticated by:

The Philippines Embassy in the State of Qatar dated .....

And

The Ministry of Labour in the State of Qatar dated .....

Or

Embassy of the State of Qatar in the Philippines

And

The Department of Labor and Employment of the Republic of the Philippines