BILATERAL

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

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Desirous of strengthening the already existing friendship ties and cooperation between the Government of the State of Qatar and the Government of the Republic of the Philippines;

And in order to organize Filipino manpower employment in the State of Qatar, the Governments of the two countries agree on the following:

ARTICLE 1

The Ministry of Cavil Service Affairs and Housing of the State of Qatar and the Department of Labour and Employment of the Republic of the Philippines shall lay down necessary rules and regulations for the implementation of the provisions of this Agreement.

ARTICLE 2

Recruitment of manpower from the Republic of the Philippines and its entry and employment in the State of Qatar shall be regulated in accordance with the relevant laws, rules, and procedures of the two countries.

ARTICLE 3

a) The Ministry of Civil Service Affairs sad Housing in the State of Qatar shall monitor the hiring of Filipino workers for employment in the State of Qatar.

b) The Department of Labour and Employment of the Republic of the Philippines, through the Philippine Overseas Employment Administration, shall ensure that only qualified workers are deployed to the State of Qatar, and shall provide workers with adequate information on the terms and conditions of employment, culture and traditions, cost and standard of living in Qatar, among others.

ARTICLE 4

a) The Ministry of Civil Service Affairs and Housing in the State of Qatar shall present to the Department of Labour and Employment in the Republic of the Philippines, the recruitment applications from employers in the State of Qatar for employment of Filipino manpower. The Department of Labour and Employment of the Republic of the Philippines, through the Philippine Overseas Employment Administration, shall endeavor to meet such applications within its available means and resources.

b) If an employer in the State of Qatar wishes to recruit and employ Filipino manpower of special qualifications, he shall specify these in his application to the Ministry of Civil Service Affairs and Housing in the State of Qatar.

c) The Qatari Employer may, either by himself or by authorizing a representative from among his staff, or through

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a recruitment office licensed to do so by the Ministry of Civil Service Affairs and Housing, follow-up and complete all the procedures required to select the Filipino workers and deploy them to the State of Qatar.

d) Recruitment applications shall state, inter alia, the required qualifications. experiences, and specializations. It shall also include the duration of contract, the conditions of employment, especially the salary, end of service gratuity, probationary period, and the facilities regarding transport and accommodation, as well as all information which may enable the workers to decide on signing employment contract.

ARTICLE 5

The employer shall bear the travel expenses of the workers from the Philippines to the place of work in the State of Qatar upon entering the service as well as the return passage at the end of his service. The employer shall also bear the round-trip travel expenses for leave intervals as agreed with the worker. However, the employer shall be exempted from paying the return passage of the worker to the Republic of the Philippines if the latter abandoned his work before the expiration of his contract without lawful cause, or in the event he commits a breach resulting in his dismissal from work without notice and without end of service gratuity in accordance with the provisions of the Qatari Labour Law.

ARTICLE 6

a) The terms and conditions of employment of Filipino workers in the State of Qatar shall be defined in individual employment contract between the employer and the worker. The contract shall specify the basic employment conditions, and the rights and obligations of both parties, provided they do not contradict with those stipulated in the provisions of this Agreement, the Qatari Labour Law, and the established rules and regulations prevailing in the State of Qatar regarding work and workers.

b) The employment contract shall be In four (4) copies in both Arabic and English languages. One copy shall be kept by the employer and one copy shall be given to the worker. The third copy shall be filed at the Ministry of Civil Service Affairs and Housing in the State of Qatar, and the fourth copy to the Department of Labour and Employment in the Philippines.

ARTICLE 7

The individual employment contract shall also provide in detail the employer's obligations regarding the worker's accommodation, as well as his medical treatment

ARTICLE 8

The Arabic text of the employment contract shall prevail and will be the one recognized by the Ministry of Civil Service Affairs and Housing and the competent courts in the State of Qatar. The employer is not allowed to introduce any change in the employment contract except for the purpose of improving the terms and conditions of service for the benefit of the worker, subject to the approval of the Ministry of Civil Service Affairs and Housing of the State of Qatar.

ARTICLE 9

a) The employment contract as well as other related documents as may be required shall be verified and authenticated by the Embassy or Consulate of the Republic of the Philippines accredited to the State of Qatar, upon attestation by the Ministry of Civil Service Affairs and Housing through Its Department of Labour.

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b) As for the employment contract concluded in the Philippines, it shall be verified and authenticated by the Embassy or Consulate of the State of Qatar accredited to the Republic of the Philippines, upon attestation by the Department of Labour and Employment through the Philippine Overseas Employment Administration.

ARTICLE 10

In the event of any difference or dispute between the employer and worker arising from the employment contract, such dispute shall be submitted to the concerned authority within the Ministry of Civil Service Affairs and Housing for I amicable settlement. In the event this amicable settlement fails, the matter shall be referred to the competent judicial authorities m the State of Qatar.

ARTICLE 11

a) The employment contract expires at the date of expiry of its duration period without the need for a prior notice. If however, the employer desires the continuation of the contract, he shall notify the worker in writing expressing his desire to renew the employment contract thirty (30) days before the expiry date of the expiring contract.

b) The contract may be renewed for another period agreed between the employer and worker.

ARTICLE 12

The worker is entitled to remit his salary savings to the Philippines in accordance with the financial regulations of the State of Qatar.

Article 13

The two countries shall form a Joint Committee comprised of three (3) Representatives from each Government to undertake the following duties:

a) Coordination between the two Governments in connection with the implementation of this Agreement and to take the necessary actions in this regard;

b) Formulation of specimen/model employment contract to be ratified or approved by the two governments;

c) Interpretation of the provisions of this Agreement in the event of any difference related thereto, and resolution of any difficulty which may arise from its implementation; and

d) Submission of recommendations for review or amendment of all, or in any of the articles of this Agreement, or part thereof, whenever it is necessary.

The Joint Committee shall meet once every two years, or as may be necessary, at a time and place as may be agreed upon.

ARTICLE 14

The provisions of this Agreement may be amended subject to approval of the two Governments.

ARTICLE 15

This Agreement enters into force from date the two countries exchange the instrument of ratification or similar procedure, and shall remain valid for a period of three years and thereafter renewed automatically for further periods, unless either party notifies the other party in writing about his desire for termination at least six (6) months prior to its expiry date.

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IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments have hereunto signed and sealed this Agreement

Signed in the City of Doha, State of Qatar, on 10 / March / 1997 corresponding to_____, in two original copies in Arabic and English, both being equally authentic.

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES
FOR THE GOVERNMENT OF
THE STATE OF QATAR

(Sgd.)

(Sgd.)

Secretary
Department of Labor and
Employment

Minister
Civil Service Affairs and
Housing

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