BILATERAL

MEMORANDUM OF UNDERSTANDING ON LABOUR COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES

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The Government of the Government of the Republic of the Philippines and the United Arab Emirates (UAE) (herein after referred to as the participants).

Bearing in mind the friendly and cooperative relations that exist between the two countries and their peoples.

Desiring to enhance the existing friendly relations between the two countries through cooperation in the field of manpower to promote mutual benefits, as outlined in this memorandum of understanding which is intended to guide the development of an institutional partnership between the two participants with a focus on practical outcomes from an improved administration of the contract employment cycle of Filipino workers in the U.A.E.

Recognizing the benefits to be derived by both countries from close cooperation in the field of manpower.

And pursuant to the prevailing laws and regulations in each of the two countries.

Have agreed as follows:

Article 1

GENERAL PROVISIONS
For the purposes of this Memorandum of Understanding:

The term "manpower", used interchangeably with the term "workers", shall refer to all Filipino nationals employed in The UAE by virtue of employment contracts that are registered with the UAE Ministry of Human Resources and Emiratisation, and verified by the Philippines' Department of Labor and Employment (DOLE), and who depart from the UAE at the end of their contracted employment to the Philippines or other destinations.

The Philippine Department of Labor and Employment (DOLE) and the UAE Ministry of Human Resources and Emiratisation (MOHRE) will implement the provisions of this Memorandum of Understanding with a view to increase their collaboration in promoting best practices in the administration of the cycle of temporary contract employment.

Article 2

AREAS OF COOPERATION
The participants agree: to cooperate to ensure sound and effective administration of the contract employment cycle through:

1-

Collaborative administration of the contract employment cycle including the use of information technology, the

exchange of information and continuing studies in the area of labor.

2-

Regulation on the deployment of manpower in accordance with the principles of transparency, ethical recruitment, fairness and mutuality of benefits;

3-

Strengthening the participants' respective regulations to combat trafficking in persons and regulate private employment agencies to enforce fair and transparent recruitment practices in their respective jurisdiction and compliance of all actors in the process of recruiting Filipino workers for employment in the UAE with the rule of law.

4-

Other relevant technical and human resource development cooperation as agreed by both participants; and

5-

Undertaking joint collaborative programs and activities, including pre-departure and post-arrival educational programs in pursuit of the objective of improving the administration of the full temporary contract employment cycle. Public communication of and/or statement by officials of either Ministry about such joint collaborative programs or joint activities shall be mutually consulted and coordinated between the two participants in order to draw maximum joint benefit from their implementation.

Article 3

EMPLOYMENT CONTRACT

1-

The terms and conditions of employment of Filipino manpower in the UAE shall be defined by an individual employment contract between the worker and the employer. An offer mirrored in the contract will be signed by both participants.

2-

Upon arrival of the worker in UAE, he/she sign an employment contract that will clearly state the rights and obligations of the worker and employer, in conformity with the U.A.E. Labour laws, and be duly filed with MOHRE to constitute the sole binding contract document for the purpose of enforcement in the UAE. The terms and conditions of employment, as stated in the contract, shall not vary from those contained in the employment offer except for alterations that are favorable to the worker.

3-

The employment contract shall be written in the Arabic and English languages;

4-

For the purpose of enforcement in the UAE, the employment contract is considered to take effect on the day the worker arrives in the UAE; the Second Party shall ensure that insurance coverage under Republic Act 10022 takes effect on the day the worker departs from the Philippines;

5-

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The Arabic and English versions of the labour contract will be the only authenticated versions recognized by the Ministry of Human Resources and Emiratisation. If and when a dispute pertaining to the terms of the contract between worker and employer is referred to the relevant judicial authorities of the UAE, it is the Arabic text that shall be adopted.

Article 4

RESPONSIBILITIES OF THE PHILIPPINES GOVERNMENT

1-

Ensure that the recruitment and preparation for deployment of worker to the UAE will be in accordance with the existing Philippines laws, procedures, guidelines and regulations.

2-

Ensure that the Filipino workers to be deployed have the necessary qualifications, and are physically and mentally fit to perform the work for which they are being employed.

3-

Ensure that, prior to his/her departure from the Philippines, the Filipino workers to be deployed to the UAE are in possession of an employment offer duly signed by both the worker and the employer, verified and approved by the second participant.

4-

Ensure that the workers are provided with proper briefing/orientation prior to their departure on relevant laws, regulations, policies, procedures, norms, cultures and practices in both countries of origin and destination relative to their employment.

5-

Ensure that workers employed in the UAE will be recruited based on the stated needs of the contracting UAE employer; the Government of the Republic of the Philippines commits to take all necessary measures that extend legal protection to departing workers in accordance with its laws and regulations.

Article 5

RESPONSIBILITIES OF THE UAE GOVERNMENT

1-

Ensure that the entry and employment in the UAE of Filipino workers governed by this Memorandum, will be in accordance with the relevant UAE laws, procedures, guidelines and regulations;

2-

Ensure the enforcement and implementation of the employment contract duly authenticated by the UAE government.

3-

Uphold the rights of Filipino workers in UAE pursuant to its laws.

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4-

Ensure that applications for the employment of Filipino workers shall indicate the job specifications, required qualifications, types of jobs for which recruitment is proposed as well as the terms and conditions of employment offered including wages, non-wage benefits, accommodation and transportation when applicable, end-of-service entitlement, and any other details required by the UAE Ministry of Human Resources and Emiratisation. A copy of MOHRE issued approval of work permits will be attached;

5-

Ensure that workers will have the right to remit their incomes to their country of origin or elsewhere, at their discretion, in accordance with and subject to UAE financial and other relevant regulations.

Article 6

DISPUTE RESOLUTION
In case of dispute between the employer and the worker, a complaint will be filed with the competent department of the UAE Ministry of Human Resources and Emiratisation to endeavor for an amicable settlement. If no amicable settlement is reached, the complaint will be referred to the competent judicial authorities for settlement.

The participants will ensure access of workers to legal assistance from their respective offices.

Article 7

JOINT COMMITTEE

1-

The two participants will establish a joint committee to implement this Memorandum of Understanding.

2-

The joint Committee will monitor and evaluate/assess the implementation of this Memorandum of Understanding.

3-

The committee will be composed of at least three members from each party, led by a senior official, and shall meet annually or when it is deemed necessary, alternately in the U.A.E. and the Philippines.

Article 8

EFFECTIVITY, DURATION, AMENDMENT AND SUSPENSION

1-

This Memorandum of Understanding will enter into force definitively on the date the .last written notification by the participants through diplomatic channels, indicating that the domestic requirements for its effectivity have been complied with. It will remain effective for a period of four (04) years and automatically renewed for a similar period unless either participant decides to terminate the present Memorandum of Understanding. Thereafter unless one of the participants informs the other participant of its desire to terminate it by way of a written notice communicated through the diplomatic channels three months prior to the date of termination, in which case the termination becomes effective six months after the date of the notice.

2-

The two participants may agree to amend this Memorandum of Understanding after due consultation and by way of a signed addendum that becomes a complementing and integral part of this MOU.

3-

Either party may opt to suspend the implementation of this memorandum of understanding, in whole or in part, for reasons of national security, public order or public health, by duly notifying the other party through diplomatic channels.

4-

Any dispute between the participants arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled amicably by consultations or negotiations through diplomatic channels.

Signed in Abu Dhabi on the 12th of September of the year 2017 in two original Arabic and English languages, the two texts being equally authentic.

On behalf of the Government of the
Republic of the Philippines

On behalf of the Government of the
United Arab Emirates

(Sgd.)
H.E. Silvestre H. Belo III
Secretary of Department of Labor and Employment

(Sgd.)
H.E. Saqr Ghobash
Minister of Human Resources and Emiratisation

Entry into Force: April 15, 2018

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