



**AGREEMENT ON LABOR COOPERATION FOR GENERAL WORKERS
RECRUITMENT AND EMPLOYMENT
BETWEEN THE
DEPARTMENT OF LABOR AND EMPLOYMENT OF THE
REPUBLIC OF THE PHILIPPINES
AND THE
MINISTRY OF LABOR AND SOCIAL DEVELOPMENT OF THE
KINGDOM OF SAUDI ARABIA**

The Department of Labor and Employment of the Republic of the Philippines and the Ministry of Labor and Social Development of the Kingdom of Saudi Arabia, hereinafter referred to as the Parties;

Desiring to enhance cooperation on the recruitment and employment of general workers, promote mutual benefits as outlined in the Agreement, and to secure the rights of both the general workers and employers pursuant to the prevailing laws and regulations of both Parties; and

Recognizing the benefits that this comprehensive labor cooperation Agreement shall provide to both Parties

Have agreed as follows:

**Article 1
PARTIES TO THE AGREEMENT**

Parties to the Agreement are:

First Party : Ministry of Labor and Social Development of the Kingdom of Saudi Arabia;

Second Party : Department of Labor and Employment of the Republic of the Philippines

**Article 2
OBJECTIVE OF THE AGREEMENT**

This Agreement aims to protect the rights of both the employers and general workers and regulate the contractual relation between them.

Article 3
AREAS OF COOPERATION BETWEEN THE PARTIES

The Parties shall:

1. Agree that the term "General Workers" shall refer to all Philippine nationals employed in the Kingdom of Saudi Arabia by virtue of employment contracts, except those workers whose job is wholly or mainly to do domestic work in a household;
2. Endeavour to control recruitment costs in both countries;
3. Ensure that the recruitment system is streamlined including automation of the processes;
4. Ensure the recruitment of general workers directly or through recruitment agencies, offices or companies that are licensed/registered by their respective governments;
5. Grant contractual parties the right of recourse to competent authorities in case of contractual dispute to be specified by both parties in accordance with applicable laws;
6. Take legal measures against recruitment offices, companies or agencies which are in violation of the laws of either country;
7. Ensure that recruitment agencies, offices or companies of both countries shall not charge or deduct from the salary of the general worker any cost attendant to his/her recruitment and deployment or impose any kind of unauthorised salary deductions;
8. Facilitate repatriation of general workers; and
9. Other relevant technical and human resource development cooperation as agreed by both Parties.

Article 4
RESPONSIBILITIES OF FIRST PARTY

The First Party shall:

1. Ensure that the recruitment, hiring and placement of general workers under this Agreement shall be in accordance with the relevant laws, rules and regulations;
2. Ensure the enforcement and implementation of the employment contract duly authenticated by the Saudi government;
3. Ensure that the rights of general workers employed in the Kingdom of Saudi Arabia are promoted and protected in accordance with the applicable laws, rules and regulations;
4. Endeavour to facilitate the expeditious settlement of labor contract violation cases and other cases filed before appropriate Saudi authorities/courts;
5. Facilitate the opening by the employer of a bank account under the name of the general workers for the deposit of his/her monthly salary as provided in the employment contract; and
6. Endeavour to establish a mechanism which shall provide 24-hour assistance to the general workers.

Article 5
RESPONSIBILITIES OF THE SECOND PARTY

The Second Party shall:

1. Ensure that the recruitment and preparation for deployment of Filipino workers to the Kingdom of Saudi Arabia shall be in accordance with the existing Philippine laws, procedures, guidelines and regulations;
2. Ensure that the recruited general workers satisfy health requirements and are free of all communicable diseases by virtue of thorough medical examinations through reliable medical facilities accredited by the both governments;
3. Ensure that the Filipino workers to be deployed are in possession of an employment contract approved by the POEA in accordance with the applicable regulations in the Kingdom of Saudi Arabia and duly signed by both the workers and the employer concerned prior to their departure from the Philippines;
4. Ensure that prospective workers have the necessary qualifications and are trained on work in specialized institutes;
5. Ensure that the workers are provided with proper briefing/orientation prior to their departure on the terms and conditions of their employment contracts, relevant laws, regulations, policies, procedures, norms, cultures and practices in both countries of origin and destination relative to their employment.

Article 7
JOINT TECHNICAL COMMITTEE

A Joint Technical Committee shall be formed, composed of the representatives led by senior officials of the parties which shall perform the following:

1. Periodic review, assessment and monitoring of the implementation of this Agreement;
2. Conduct consultative meetings in Saudi Arabia and Philippine alternately on a date and place mutually agreed by both Parties. The Joint Committee may set up sub-committees on nodal points as may be needed, to meet regularly to discuss issues arising from this Agreement; and
3. Make necessary recommendations to resolve disputes arising from the implementation and the interpretation of the provisions of this Agreement or amendments to this Agreement, as may be necessary.

Article 8
AMENDMENTS TO THE AGREEMENT

Any amendment or revision to any provisions of this Agreement shall be done by mutual consent and shall take effect on the date agreed upon by the Parties.

Article 9
SETTLEMENT OF DISPUTES

Any disputes arising out of interpretation and implementation of this Agreement shall be settled by both Parties amicably through diplomatic channels.

Article 10
ENTRY INTO FORCE


Each Party shall notify the other Party in writing through the diplomatic channels of completion of required domestic legal procedures. This Agreement shall be effective as of the date of the latter notification thereof.

Article 11
VALIDITY AND DURATION

This Agreement shall be valid for five years and shall be deemed renewed for similar period(s), unless either Party officially notifies the other Party in writing of its intent to suspend or terminate the Agreement two months prior to the expiry date of this Agreement.

DONE THIS 11th day of April, in the year 2017, in the city of Riyadh , Kingdom of Saudi Arabia in English and Arabic languages with both texts being equally authentic.

On behalf of the Government of the
Kingdom of Saudi Arabia



ALI BIN NASSER AL GHAFIS
Ministry of Labor and Social Development
of the Kingdom of Saudi Arabia

On behalf of the Government of the
Republic of the Philippines



ENRIQUE A. MANALO
Acting Secretary of Foreign Affairs
of the Republic of the Philippines