



The Hashemite Kingdom of Jordan

Ministry of Labour

**MEMORANDUM OF UNDERSTANDING
ON LABOR COOPERATION
BETWEEN THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN
REPRESENTED BY THE MINISTRY OF LABOR
AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
REPRESENTED BY THE DEPARTMENT OF LABOR AND EMPLOYMENT**

The Government of the Hashemite Kingdom of Jordan and The Government of the Republic of the Philippines (hereinafter referred to as "the Parties"), desiring to strengthen the existing friendly relations between both countries through the development of cooperation in the area of labor; and

Recognizing the need to strengthen the mechanisms of discussion and the settlement of concerns related to the labor cooperation between both parties based on the laws and regulations prevailing in both countries, have agreed upon the following:

ARTICLE I

The Parties agreed on the following areas of cooperation:

- a) Regulation of the deployment of labor;
- b) Preservation, promotion, and development of workers' welfare in accordance with existing laws;
- c) Exchange of information and continuing studies in the area of labor;
- d) Other relevant technical and human resource development cooperation.

ARTICLE II

The recruitment, deployment and entry of workers shall be regulated in accordance with the relevant laws, procedures, guidelines, and regulations existing in both countries, and shall be governed by the principles of transparency, fairness and mutuality of benefits. With respect, however, to the qualification process for the workers to be deployed, the laws of the receiving country shall prevail.

ARTICLE III

Both Parties shall preserve and reinforce the rights of workers in accordance with the laws and regulations of both countries.

ARTICLE IV

Recruitment and deployment of workers shall be according to an employment contract that is valid only when authenticated by competent authorities of both Parties, and that shall be binding for both employers and workers. The employment contract shall indicate the salary, working conditions, and the cost of bringing the worker from and sending the worker back to the country of origin when the contract is completed, as well as a special provision for the insurance coverage of the worker in accordance with existing laws and regulations in the receiving country. All employment contracts shall be written in both English and Arabic.

ARTICLE V

Both Parties shall take necessary actions and enforce penalties and fines against any employer or entity that violates relevant laws and regulations of either of the Parties, including violation of any of the provisions of this Memorandum of Understanding.

ARTICLE VI

Both Parties shall ensure the implementation of the provisions of the employment contract and shall exert effort to settle disputes arising between the worker and the employer. In case the dispute could not be settled through such means, the right to legal remedy is secured for all relevant parties of the employment contract to claim any damages or compensation resulting from violation of relevant laws, regulations and instructions in the countries of the Parties.

ARTICLE VII

Both Parties agree to establish a Joint Working Group within six (6) months after the signing of this Memorandum of Understanding composed of relevant officials involved in its implementation for the following purposes:

- a) In case disputes occur, to solve difficulties arising from the implementation and interpretation of the provisions of this Memorandum of Understanding;
- b) To put forward proposals for the amendment of this Memorandum of Understanding as deemed necessary;
- c) The Joint Working Group shall meet alternately in the Philippines and Jordan as deemed necessary.



ARTICLE VIII

The Parties may decide to formulate and conclude specific protocols or adopt other documents that will regulate and implement specific areas of labor cooperation under Article 1 of this Memorandum of Understanding, with such documents to be considered as annexes to and integral parts of this Memorandum of Understanding, to be concluded on the basis of mutual agreement or by an exchange of letters through diplomatic channels and shall take effect as determined by the Parties.

ARTICLE IX

- a) This Memorandum of Understanding shall take effect thirty (30) days from the date of the later written notification by the Parties, through diplomatic channels, indicating that the requirements for its effectively have been completed.
- b) This Memorandum of Understanding shall remain valid for a period of three (3) years and may be extended automatically for a similar duration unless one Party officially notifies the other of its intent to terminate this Memorandum of Understanding with the written notification to be submitted at least three (3) months prior to the intended date of termination.
- c) The termination of this Memorandum of Understanding shall not affect any ongoing activities under its provisions until the completion of these activities.
- d) The preamble shall be considered an integral part of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned have agreed upon this Memorandum of Understanding.

DONE THIS 27th day of May in the year 2010, in the City of Amman, Hashemite Kingdom of Jordan, in the English and Arabic languages with both texts being equally authentic.

For The Government of The
Hashemite Kingdom of Jordan

For The Government of The
Republic of Philippines

DR. IBRAHIM AMOSH
Minister of Labor

MR. ROMEO LAGMAN
Undersecretary of Labor and
Employment