


LAMPIRAN



REPUBLIK INDONESIA

ISLAM

AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND
THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA
ON
THE PLACEMENT AND PROTECTION OF INDONESIAN DOMESTIC
WORKERS

The Government of the Republic of Indonesia represented by the Ministry of Manpower and Transmigration and The Government of the Kingdom of Saudi Arabia represented by the Ministry of Labor hereinafter referred to singularly as the "Party" and collectively as "the Parties".

TAKING INTO ACCOUNT cordial ties and existing cooperation between both countries in various fields;

DESIRING to promote the existing cooperation through cooperation in the field of labor based on principles of mutual benefits, mutual respect, fairness and transparency;

INTENDING to secure the protection of the rights of both Indonesian domestic workers and their employers in accordance with respective applicable laws and regulations of both countries, and to maintain sovereignty of both countries;

Have agreed as follows:

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Parties to the Agreement are:

First Party : The Government of the Kingdom of Saudi Arabia
represented by the Ministry of Labor

Second Party : The Government of the Republic of Indonesia
represented by the Ministry of Manpower and
Transmigration

Article 1

This Agreement shall aim at establishing an effective mechanism for placement of Indonesian domestic workers, ensuring the protection of the rights of both Indonesian domestic workers and their employers, and setting standard of employment contract in accordance with their respective applicable laws and regulations.

Article 2

The Parties shall:

- a. take all necessary measures, in a manner prescribed by their respective applicable laws and regulations, which may include international norms, to ensure effective and equal protection of the rights of domestic workers and their employers, including the rights to have effective legal remedies as available to their legal system for the protection of such rights;
- b. cooperate through dialogue and consultation through diplomatic channel in addressing all issues relating to the implementation of this Agreement;
- c. ensure that all recruitments of Indonesian domestic workers be carried out by licensed recruitment offices, companies or agencies;
- d. Take all necessary measures to ensure compliance of the licensed recruitment offices, companies or agencies to their applicable domestic

laws and regulations with respect to placement of the Indonesian domestic workers in Saudi Arabia;

- e. endeavor to control recruitment costs in both countries;
- f. endeavor to develop a robust management of placement of Indonesian domestic workers, including development of online recruitment and placement system;
- g. develop guidelines for placement and protection of Indonesian domestic workers, setting out responsibilities of domestic workers, employers and licensed recruitment offices, companies and agencies;
- h. Adopt a standard employment contract for domestic workers, the text of which shall have been accepted by the competent authorities of the two countries, which shall be binding among the contracting parties (Employer, Domestic Worker, Saudi Recruitment Offices and Indonesia Recruitment Agencies);
- i. In accordance with the prevailing laws and regulations of both countries, require that the employment contract include at least the following clauses:
 - (1). type of work and working time
 - (2). place of work
 - (3). duties and responsibilities of the employer and the worker
 - (4). wage and its payment
 - (5). day off and leave
 - (6). duration, extension and termination of contract

Article 3

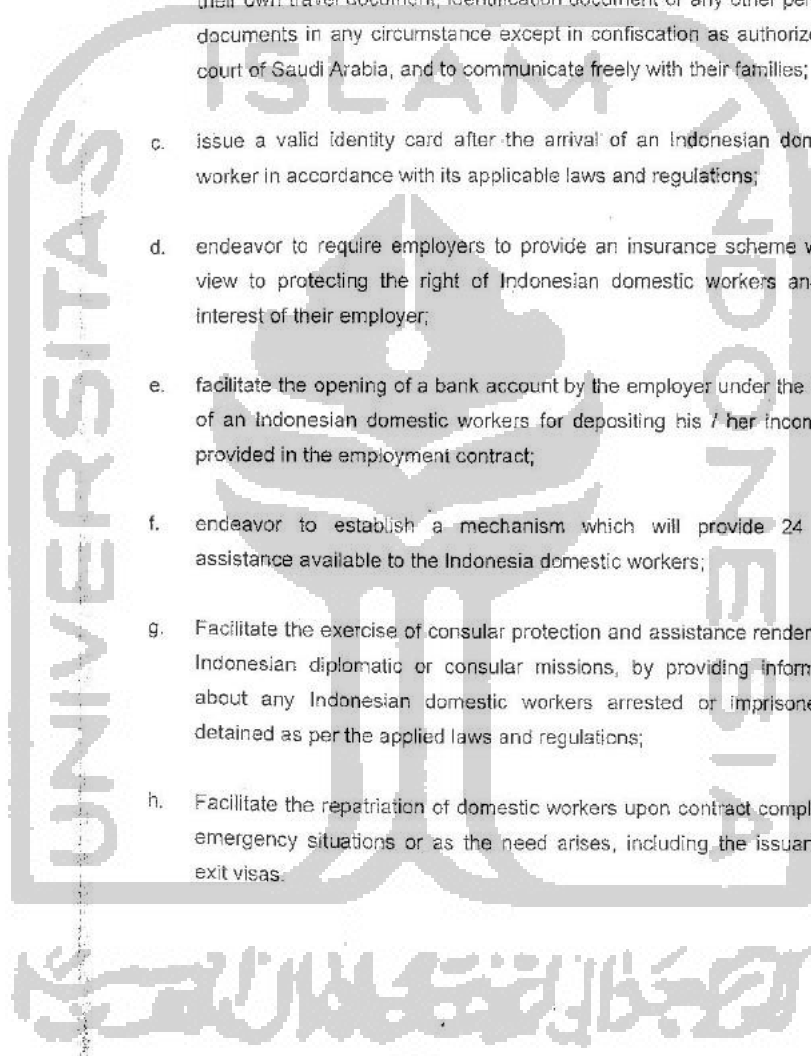
In accordance with its applicable laws and regulations, the First Party shall:

كذلك في ضوء القوانين واللوائح المعمول بها في المملكة العربية السعودية، فإن الطرف الأول:

(Handwritten signature)

- a. Supervise and take all necessary measures with a view to ensuring the implementation of all the terms of employment contract between the employer and the domestic worker;
- b. ensure the fulfillment of the right of Indonesian domestic workers to hold their own travel document, identification document or any other personal documents in any circumstance except in confiscation as authorized by court of Saudi Arabia, and to communicate freely with their families;
- c. issue a valid identity card after the arrival of an Indonesian domestic worker in accordance with its applicable laws and regulations;
- d. endeavor to require employers to provide an insurance scheme with a view to protecting the right of Indonesian domestic workers and the interest of their employer;
- e. facilitate the opening of a bank account by the employer under the name of an Indonesian domestic workers for depositing his / her income as provided in the employment contract;
- f. endeavor to establish a mechanism which will provide 24 hour assistance available to the Indonesia domestic workers;
- g. Facilitate the exercise of consular protection and assistance rendered by Indonesian diplomatic or consular missions, by providing information about any Indonesian domestic workers arrested or imprisoned or detained as per the applied laws and regulations;
- h. Facilitate the repatriation of domestic workers upon contract completion, emergency situations or as the need arises, including the issuance of exit visas.

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Article 4

In accordance with its applicable laws and regulations, the Second Party shall:

- a. require that prospective Indonesian domestic workers between 21 - 55 years of age;
- b. ensure that the prospective recruited Indonesian domestic workers have no criminal record;
- c. provide training to Indonesian domestic workers on specific skills as required in the employment contract, and knowledge on culture, customs and social practices in Saudi Arabia;
- d. ensure that Indonesian domestic workers satisfy health requirement as determined by Saudi Arabia;
- e. Take necessary action towards facilitating transport of prospective workers to the Kingdom within a period not exceeding 1 (one) month from the date of receipt of visa by the recruitment agencies in Indonesia.

Article 5

1. An employment contract between an Indonesian domestic worker and her / his employer shall be valid only when it is formulated in understandable languages and agreed by both parties to the contract and may be verified by any Party.
2. The Parties within their respective competences shall take any necessary measures to ensure full implementation of the terms of the employment contract. For that purpose, both Parties undertake to provide effective legal remedies for both Indonesian domestic workers or employers in the event of breach of employment contract, including to secure the right of any party to claim compensation.

3. The Parties shall exert its best endeavor to settle any dispute arising between an Indonesian domestic workers and her / his employer in accordance with the law of Saudi Arabia.

Article 6

1. The parties agree to establish a Joint Working Committee comprising relevant officials from respective Parties to discuss any matter arising from the implementation of this Agreement.
2. The Joint Working Committee shall meet from time to time and designate the venue and the date of the meeting.

Article 7

Any dispute arising out of the interpretation or implementation of this agreement shall be settled amicably through consultations or negotiations between the Parties.

Article 8

1. Each Party shall notify the either Party in writing through diplomatic channels of completion of its constitutional procedures for the entry into force of this Agreement. This Agreement shall be effective as of the date of the later notification.
2. This agreement shall be in force for a period of 3 (three) years and automatically renewable for the same periods unless either party notify in writing its intention to terminate this agreement 2 (two) months prior to its expiration.
3. Either Party may terminate this Agreement at any time by giving written notification to the other Party 6 (six) months in advance of the intended date of termination.

4. Notwithstanding the termination of this Agreement, its provision shall remain in force with regard to employment contracts concluded during the validity of this Agreement. The termination of this Agreement shall not affect the completion of ongoing programs of projects under this Agreement, unless jointly decided otherwise by the Parties.


Article 9

The Agreement may be amended or revised by mutual consent between the Parties. Such amendment or revision shall come into force pursuant to the Article 8 paragraph 1.


IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate, in Riyadh on the 19th of February 2014, in Indonesian, Arabic, and English languages, all texts being equally authentic. In case of any divergence of interpretation of this Agreement, the English text shall prevail.

ON BEHALF OF
THE GOVERNMENT
OF THE REPUBLIC OF INDONESIA


Muhaimin Iskandar
Minister for Manpower and
Transmigration

ON BEHALF OF
THE GOVERNMENT OF THE
KINGDOM OF SAUDI ARABIA


Adel M. Fakeih
Minister of Labor

UNIVERSITAS ISLAM KUDUS



Salinan naskah resmi
Certified True Copy

Nomor : 024 /BK/TR/02/2014/CTC
Number

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NIP : 19691104 199710 1 001

Pih. Direktur Perjanjian Ekonomi dan Sosial Budaya
Kementerian Luar Negeri Republik Indonesia
Acting Director for Economic and Social Cultural Treaties
Ministry of Foreign Affairs of the Republic of Indonesia

Tanggal : Februari 2014
Date