

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

**THE GOVERNMENT OF THE KINGDOM OF
CAMBODIA**

**ON THE RECRUITMENT AND EMPLOYMENT
OF DOMESTIC WORKERS**

THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Human Resources **AND THE GOVERNMENT OF THE KINGDOM OF CAMBODIA** as represented by the Ministry of Labour and Vocational Training (hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

BELIEVING that the recruitment and employment of Domestic Workers from the Kingdom of Cambodia in Malaysia shall be an area of cooperation which is mutually beneficial to both Parties;

REALISING the need to establish a framework to facilitate the recruitment and employment of Domestic Workers from the Kingdom of Cambodia;

SUBJECT to the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources,

HAVE AGREED as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Memorandum of Understanding:

“**Abscond**” means a voluntary conduct by the Domestic Worker to leave the place of work as stipulated in the Contract of Employment, within the duration of the Contract of Employment, without the consent of the Employer, but does not include a conduct due to personal safety, abuse or ill-treatment by the Employer.

“**Domestic Worker**” means a citizen of the Kingdom of Cambodia who is contracting or contracted to work in Malaysia for a specified period of time, for a specific individual, as a domestic servant as defined in the Employment Act 1955 [Act 265].

“Employer” means any individual granted approval by the relevant authorities in Malaysia to employ Domestic Worker from the Kingdom of Cambodia.

“Malaysian Mission” means the Embassy of Malaysia in the Kingdom of Cambodia.

“Cambodian Mission” means the Embassy of the Kingdom of Cambodia in Malaysia.

“Malaysian Recruitment Agency” (hereinafter referred to as “the MRA”) means a private employment agency licensed under the Private Employment Agencies Act 1981 [Act 246] and approved by the Government of Malaysia for the purposes of recruiting Domestic Workers.

“Cambodian Recruitment Agency” (hereinafter referred to as “the CRA”) means a Cambodian Recruitment Agency approved by the Government of the Kingdom of Cambodia for the purposes of recruiting Domestic Workers.

“Visit Pass (Temporary Employment)” means a visit pass issued by the Immigration Department of Malaysia to allow Domestic Workers to work in Malaysia.

Words and expressions in the singular include the plural, and words and expressions in the plural include the singular.

ARTICLE 2 OBJECTIVE

The objective of this Memorandum of Understanding is to establish a framework on the recruitment, employment and repatriation of the Domestic Worker.

ARTICLE 3 IMPLEMENTATION

The Parties agree that the recruitment, employment and repatriation of the Domestic Worker shall be conducted in accordance with and subject to the terms of this Memorandum of Understanding and the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources.

ARTICLE 4 AUTHORISED RECRUITMENT AGENCIES

Any recruitment and employment of the Domestic Worker shall be done through an authorised MRA and CRA.

ARTICLE 5 RECRUITMENT CONDITIONS

The Government of the Kingdom of Cambodia shall ensure that the Domestic Worker who is selected for employment by the Employer shall fulfil the following conditions prior to entry into Malaysia:

- (i) not less than 21 years of age and not more than 45 years of age;
- (ii) possesses sufficient knowledge of the Malaysian laws, culture and social practices;
- (iii) possesses the ability to communicate either in Malay and/or English language;
- (iv) complies with the Malaysian immigration laws, rules, regulations, national policies and directives;
- (v) complies with the Malaysian medical requirements;
- (vi) does not possess any previous criminal records;

- (vii) undergoes “pre departure training” which should encompass sufficient knowledge of Malaysian laws, cultures and social practices in addition to training in domestic work; and
- (viii) any other conditions as may be determined by both Parties from time to time.

ARTICLE 6
COMPLIANCE OF LAWS, RULES, REGULATIONS, NATIONAL
POLICIES AND DIRECTIVES

1. The Employer shall comply with all the Malaysian laws, rules, regulations, national policies and directives.
2. The Domestic Worker under employment in Malaysia shall comply with all the Malaysian laws, rules, regulations, national policies and directives and respect the Malaysian traditions and customs in their conduct as a Domestic Worker in Malaysia.

ARTICLE 7
RESPONSIBILITIES

The Parties agree that the responsibilities of the Employer, MRA, CRA and the Domestic Worker for the purposes of the implementation of this Memorandum of Understanding shall be in accordance with **Appendix A**.

ARTICLE 8
CONTRACT OF EMPLOYMENT

The Domestic Worker who is recruited and employed under this Memorandum of Understanding shall work in Malaysia-

- (a) for a specified period of time in accordance with the Contract of Employment as stated in **Appendix B**; and

- (b) subject to the terms and conditions of the Contract of Employment as per **Appendix B**.

ARTICLE 9 REPATRIATION

1. The Parties shall facilitate the repatriation of the Domestic Worker upon the termination of his/her Contract of Employment.
2. The Parties shall take appropriate action against the Employer or the MRA or the CRA or the Domestic Worker that contravene the provisions of this Memorandum of Understanding.

ARTICLE 10 JOINT WORKING GROUP

1. The Parties agree to establish a Joint Working Group comprising the relevant officials from the respective Parties to discuss any matters arising from the implementation of this Memorandum of Understanding.
2. The Joint Working Group shall implement this Memorandum of Understanding and shall use its best endeavours to perform the functions as set out in the Terms of Reference under **Appendix C**.

ARTICLE 11 JOINT TASK FORCE

1. The Parties agree to establish a Joint Task Force based each in Kuala Lumpur, Malaysia and Phnom Penh, Cambodia for the purposes of the technical implementation of this Memorandum of Understanding.
2. The Joint Task Force shall comprise the appropriate representatives to be appointed by the respective Parties.

3. The Joint Task Force shall endeavour to provide solutions on matters concerning the Domestic Worker.
4. The Joint Task Force shall report regularly to the Joint Working Group established under Article 10 of this Memorandum of Understanding.
5. Detailed arrangement on the establishment and functions of the Joint Task Force shall be stipulated in the Terms of References to be agreed upon by both Parties.

ARTICLE 12 FINANCIAL ARRANGEMENTS

1. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds.
2. Notwithstanding anything in paragraph 1 above, expenses for organising the meetings of the working groups and the task force shall be borne by the Party hosting the meetings. The Party, which is sending its representatives for participation in the meetings of the working groups and the task force, if any, shall bear their own travel and living expenses.

ARTICLE 13 CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2. Both Parties agree that the provisions of this Article shall survive the expiry or termination of this Memorandum of Understanding.

ARTICLE 14 SUSPENSION

1. Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.
2. The suspension of this Memorandum of Understanding shall not affect or nullify the Contract of Employment made between the Employer and the Domestic Worker prior to the date of suspension of this Memorandum of Understanding.

ARTICLE 15 REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE 16
SETTLEMENT OF DISPUTE**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

**ARTICLE 17
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of (...) years.
2. Thereafter, it may be extended for a further period to be mutually agreed upon in writing by the Parties.
3. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least three (3) months prior to its intention to do so.
4. The Parties agree that the termination of this Memorandum of Understanding shall not affect or nullify the Contract of Employment made between the Employer and the Domestic Worker or any permit or pass or license granted prior to the date of termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding.



DONE at **Kuala Lumpur** on this **10** day of **December** in the year **2015** in six (6) original texts, two (2) each in the Malay, Khmer and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR THE GOVERNMENT OF
MALAYSIA**



Dato' Sri Richard Riot Anak Jaem
Hon. Minister of Human Resources
Malaysia

**FOR THE GOVERNMENT OF
THE KINGDOM OF CAMBODIA**



Ith Samheng
Hon. Minister of Labour and
Vocational Training
Kingdom of Cambodia

A. Responsibilities of the Employer

- (i) The Employer shall be responsible through an authorised MRA to obtain approval from the relevant authorities in Malaysia for the purposes of recruitment or employment of a Domestic Worker.
- (ii) Any request for recruitment and employment of a Domestic Worker by the Employer shall be done through an authorised MRA.
- (iii) The Employer shall pay the Domestic Worker a monthly wage as agreed in the terms and conditions of the Contract of Employment determined by the market forces in Malaysia.
- (iv) The Employer shall sign six (6) original texts of the Contract of Employment in Malaysia before the time of commencement of employment and provide all 6 original texts to the Domestic Worker in Cambodia for his/her signature. Thereafter, the Employer shall be provided with three (3) original signed texts, one (1) each in the Malay, Khmer and English languages.
- (v) The Employer shall be responsible for the following payments:
 - (a) transportation cost from the original exit point in Cambodia to the place of employment in Malaysia;
 - (b) security deposits as required by the Director General of Immigration, Malaysia;
 - (c) processing fees;
 - (d) Visit Pass (Temporary Employment); and
 - (e) in relation to medical examination, the Employer shall be responsible for the following payments:

- (i) payment for medical examination to be carried out within 30 days from the date of arrival of the Domestic Worker in Malaysia;
 - (ii) payment for medical examination to be carried out once every year for the first 2 years of employment; and
 - (iii) payment for any other medical examination as required by the Government of Malaysia for the subsequent years of employment.
- (vi) The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.
- (vii) The Employer shall provide the Domestic Worker with the insurance to cover medical treatment expenses and risk compensation.
- (viii) In the event of death of the Domestic Worker, the funeral and repatriation of the remains shall be arranged at the expense of the Employer. The Employer shall report to the nearest Labour Department in the event of any injury or death of the Domestic Worker.
- (ix) The Employer shall ensure the Domestic Worker undergo medical examination as follows:
 - (a) within thirty (30) days from the date of arrival of the Domestic Worker in Malaysia;
 - (b) once every year for the first 2 (two) years of the employment; and
 - (c) as required by the Government of Malaysia for the subsequent years of employment.

- (x) The Employer shall ensure that the Domestic Worker receives his/her Foreign Worker Identity Card (I-Kad).
- (xi) The Employer shall renew the Domestic Worker's Visit Pass (Temporary Employment) three (3) months before the expiry date. Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.
- (xii) The Employer shall bear the cost of using the services of the MRA where applicable.
- (xiii) The Employer shall at all times respect and pay due regards to the sensitivity of religious belief of the Domestic Worker, including the right to perform prayers and to refuse to handle and consume non-Halal food.
- (xiv) The Employer shall provide the Domestic Worker with a safe and secure accommodation with basic amenities.
- (xv) The Employer shall provide the Domestic Worker with one (1) rest day every week and in the event that the Domestic Worker waives the entitlement, the Employer shall pay to the Domestic Worker a certain amount of money to be calculated on pro-rate basis in lieu of the rest day or as agreed upon by the Employer and the Domestic Worker. In addition, the Employer shall provide the Domestic Worker with sufficient rest every day.
- (xvi) The Employer shall undertake that the Domestic Worker shall be employed for the purposes of household duties and/or assigned responsibilities towards children, young persons and persons under their care as at the address as stated in the Contract of Employment.
- (xvii) The Employer shall furnish the Malaysian Labour Department particulars of the Domestic Worker including the

Domestic Worker's dependent within thirty (30) days from the commencement of the employment.

- (xviii) The repatriation cost of the Domestic Worker from his/her place of work to his/her original exit point in Cambodia shall be borne by the Employer under the following circumstances:
 - (a) at the completion of the Contract of Employment;
 - (b) termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Domestic Worker; or
 - (c) termination of this Contract of Employment by the Domestic Worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.
- (xix) The Employer shall report to the Immigration Department of Malaysia in the event that the Domestic Worker absconds.
- (xx) The Employer shall not send the Domestic Worker back to Cambodia without notifying the Cambodian Mission.
- (xxi) The Employer shall allow the Domestic Worker to communicate with his/her family.
- (xxii) The Employer shall immediately report to the MRA should they become aware of any circumstances that may turn into a dispute.

B. Responsibilities of the Malaysian Recruitment Agency

- (i) The MRA shall, upon request of the Employer, apply on behalf of the Employer approval from the relevant authorities in Malaysia for the purposes of recruiting and/or employing Domestic Worker.
- (ii) Any recruitment of Domestic Worker by the MRA shall be done through an authorised CRA.
- (iii) The MRA shall provide biodata of the potential Domestic Worker according to the Employer's specification for the purposes of selection of the Domestic Worker.
- (iv) The MRA shall ensure that the Domestic Worker provided to the Employer fulfils the specification as required by the Employer.
- (v) The MRA shall be responsible for the arrangement of the entry of the Domestic Worker upon arrival at the entry point in Malaysia and thereafter.
- (vi) The MRA shall maintain and update records of the Employer and the Domestic Worker including the Domestic Worker's dependent. The MRA shall keep the Cambodian Mission informed on such updated records.
- (vii) The MRA shall ensure that the Domestic Worker who is selected for employment in Malaysia complies with the Malaysian medical requirements.
- (viii) The MRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained to and understood by the Employer and the Domestic Worker respectively.

- (ix) The MRA shall maintain a record on the placement of the Domestic Workers for the purposes of inspection by the relevant authorities in Malaysia.
- (x) The MRA shall be responsible to follow up on the working and living conditions of the Domestic Worker throughout the duration of employment.
- (xi) The MRA shall not operate and/or conduct the business of recruitment and placement of Domestic Workers in Cambodia without the CRA.
- (xii) The MRA shall not be allowed to change the Employer of the Domestic Worker in accordance with and subject to the Malaysian laws, rules, regulations, national policies and directives.
- (xiii) In the event that the Domestic Worker absconds during the first six (6) months of employment or is certified as medically unfit during the first three (3) months of employment, the CRA shall negotiate with the MRA on behalf of the Employer to agree on a substitution of the Domestic Worker or reimbursement of the relevant costs and expenses.

C. Responsibilities of the Cambodian Recruitment Agency

- (i) The CRA shall be responsible to provide the potential Domestic Worker according to the Employer's specification for the purposes of selection of the Domestic Worker.
- (ii) The CRA shall be responsible on behalf of the Domestic Worker to obtain the necessary travel documents and to arrange for medical examination of selected Domestic Worker at the designated medical centres in Cambodia.

- (iii) The CRA shall be responsible to carry out the pre-departure training pursuant to Article 5(g) of this Memorandum of Understanding.
- (iv) The CRA shall ensure that the selected Domestic Worker shall fulfil the Malaysian medical requirements prior to his/her entry into Malaysia pursuant to Article 5(e) of this Memorandum of Understanding.
- (v) The CRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained to and understood by the Domestic Worker during the selection exercise.
- (vi) The CRA shall be responsible to furnish the Domestic Worker with his/her original passport, the original Contract of Employment, information and particulars of the Employer and contact persons of the Cambodian Mission, the MRA and the CRA.
- (vii) The CRA shall ensure that the Domestic Worker provided to the Employer fulfil the specification as required by the Employer.
- (viii) The CRA shall maintain and update records of the Employer and the Domestic Worker including the Domestic Worker's dependent. The CRA shall keep the Malaysian Mission informed on such updated records.
- (ix) The CRA shall not operate and/or conduct the business of recruitment and placement of Domestic Workers in Malaysia without the MRA.
- (x) The CRA shall, upon request by the Domestic Worker, approve extension of the Contract of Employment agreed between the Domestic Worker and the Employer.

- (xi) In the event that the Domestic Worker absconds during the first six (6) months of employment or is certified as medically unfit during the first three (3) months of employment, the CRA shall negotiate with the MRA on behalf of the Employer to agree on a substitution of the Domestic Worker or reimbursement of the relevant costs and expenses.

D. Responsibilities of the Domestic Worker

- (i) The Domestic Worker shall be recruited through an authorised CRA.
- (ii) The Domestic Worker shall sign in Cambodia before departure to Malaysia six (6) original texts of the Contract of Employment provided by the Employer. Thereafter, the Domestic Worker shall keep three (3) original signed texts, one (1) each in the Malay, Khmer and English languages.
- (iii) The Domestic Worker shall be responsible for the following payments:
- (a) visa;
 - (b) travel documents and other related documentation imposed by the relevant authority in Cambodia;
 - (c) medical examination in Cambodia prior to the employment;
 - (d) accommodation and incidental expenses charged by the CRA in Cambodia before departure;
 - (e) transportation cost from the place of residence of the Domestic Worker in Cambodia to the original exit point in Cambodia; and
 - (f) other expenses incurred in Cambodia.

- (iv) The Domestic Worker shall be responsible to keep his/her medical examination report and to ensure a copy of the medical examination report is available to be shown upon request at the entry point.
- (v) The Government of Malaysia reserves the right to revoke the Visit Pass (Temporary Employment) in the event that the Domestic Worker marries in Malaysia during the duration of employment.
- (vi) Family members of the Domestic Worker or any other person shall not be allowed to stay with the Domestic Worker in the place of work/residence of the Domestic Worker without the consent of the Employer.
- (vii) The Domestic Worker shall be required to produce their identification papers and/or documents to enforcement agencies whenever required during his/her stay in Malaysia.
- (viii) The Domestic Worker shall abide by all the Malaysian laws, rules, regulations, national policies and directives and respect the Malaysian traditions and customs during his/her stay in Malaysia.
- (ix) The Domestic Worker shall perform household duties and/or assigned responsibilities towards children, young persons and persons under his/her care in a responsible manner.
- (x) The repatriation cost of the Domestic Worker shall be borne by the Domestic Worker in the event of:
 - (a) termination due to negligence or abuse of children and young persons or persons under his/her care;
 - (b) resignation or abscondment of the Domestic Worker; or

- (c) termination of employment pursuant to paragraph 7 of the Contract of Employment; or
 - (d) termination due to non-compliance to the terms and conditions of the Visit Pass (Temporary Employment).
- (xi) The Domestic Worker shall seek approval from the CRA for the extension of the Contract of Employment agreed between Domestic Worker and Employer.
- (xii) The Domestic Worker shall keep the CRA informed of any changes in his/her information or the information of his/her dependent.
- (xiii) In the event that the Domestic Worker absconds, his/her Visit Pass (Temporary Employment) shall be revoked and he/she shall not be allowed to enter Malaysia for employment purposes in accordance with and subject to the applicable Malaysian laws, rules, regulations, national policies and directives.

CONTRACT OF EMPLOYMENT

This **Contract of Employment** is made on this day.....month ofin the year.....between Mr/Mrs/Miss..... IC. No..... Address..... (hereinafter referred to as “the Employer”) of the one part and Mr/Mrs/Miss..... holder of Cambodian Passport No....., Address..... (hereinafter referred to as “the Domestic Worker”) of the other part.

IT IS HEREBY AGREED as follows:

1. Duration of the Contract of Employment

- (a) The Employer shall employ the Domestic Worker in accordance with the terms and conditions of this Contract of Employment and subject to the provisions of the relevant Malaysian laws, rules, regulations, national policies and directives.
- (b) This Contract of Employment shall commence from the date of the arrival of the Domestic Worker at the place of work/residence.
- (c) The Domestic Worker shall continue in the employment under the terms and conditions of this Contract of Employment for a period of (...) years or until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.



2. Place of Work / Residence of the Domestic Worker

The Domestic Worker shall work and reside only at
..... during the duration of this Contract of Employment.

3. Duties and Responsibilities of the Domestic Worker

- (a) The Domestic Worker shall work only with the Employer and shall not seek employment or be employed elsewhere.
- (b) The Domestic Worker shall comply with reasonable instructions of the Employer in the performance of the household duties and/or assigned responsibilities towards children, young person, and person under their care.
- (c) The Domestic Worker shall perform diligently, faithfully, responsibly and sincerely all household duties and/or assigned responsibilities towards children, young persons and persons under their care assigned by the Employer which shall not include commercial activities.
- (d) The Domestic Worker shall not use or take advantage of the Employer's possessions without the Employer's permission.
- (e) The Domestic Worker is expected at all times to observe proper attire and shall be courteous, polite and respectful to the Employer and family members of the Employer.
- (f) The Domestic Worker shall abide by the Malaysian laws, rules, regulations, national policies and directives and respect the Malaysian customs and traditions.
- (g) The Government of Malaysia reserves the right to revoke the Work Pass in the event that the Domestic Worker marries in Malaysia during the duration of employment.



- (h) Family members of the Domestic Worker or any other person shall not be allowed to stay with the Domestic Worker in the place of work/residence of the Domestic Worker without the consent of the Employer.
- (i) The Domestic Worker shall carry his/her passport at all time. In the event that the Domestic Worker's passport is lost or damaged, the Domestic Worker shall bear all related expenses.
- (j) The Domestic Worker shall submit his/her passport to the Employer for the following purposes:
 - (i) medical screenings;
 - (ii) application of Visit Pass (Temporary Employment);
 - (iii) application of Foreign Workers Identity Card; and
 - (iv) renewal of Visit Pass (Temporary Employment).

The passport shall be returned to the Domestic Worker upon completion of these purposes.

4. Duties and Responsibilities of the Employer

- (a) The Employer shall provide the Domestic Worker with a safe and secure accommodation with basic amenities.
- (b) The Employer shall provide the Domestic Worker reasonable and sufficient daily meals.
- (c) The Employer shall not require the Domestic Worker to work or to be engaged in any activities other than that related to household duties and/or assigned responsibilities toward children, young person, and person under their care.
- (d) The Employer shall provide the Domestic Worker with insurance to cover medical treatment expenses and risk compensation.

- (e) In the event of death of the Domestic Worker, the funeral and the repatriation of the remains shall be arranged at the expense of the Employer.
- (f) The Employer shall report to the nearest Labour Department in the event of any injury or death of the Domestic Worker.
- (g) The Employer shall at all times respect and pay due regard to the sensitivity of religious beliefs of the Domestic Worker including the right to perform prayers and to refuse to handle and consume non-Halal food.
- (h) The Employer shall allow the Domestic Worker to communicate with his/her family.
- (i) The Employer shall not keep the passport and/or personal documents of the Domestic Worker into his/her custody except for the following purposes:
 - (i) medical screenings;
 - (ii) application of Visit Pass (Temporary Employment);
 - (iii) application of Foreign Workers Identity Card; and
 - (iv) renewal of Visit Pass (Temporary Employment).

The passport shall be returned to the Domestic Worker upon completion of these purposes. In the event that the Domestic Worker's passport is lost or damaged while in the custody of the Employer for the above mentioned purposes, the Employer shall bear all related expenses.

- (j) The Employer shall ensure that the Domestic Worker undergoes medical examinations as follows:
 - (i) within 30 days from the date of arrival of the Domestic Worker in Malaysia;

- (ii) once every year for the first 2 years of employment; and
- (iii) as required by the Government of Malaysia for the subsequent years of employment.

5. Payment of Wages

- (a) The Employer shall pay the Domestic Workers a monthly wage as agreed by the Employer and Domestic Worker, in the amount of RM..... (Ringgit Malaysia) in accordance with the market forces in Malaysia. The payment of the monthly wage shall be made through a bank account under the Domestic Worker's name.
- (b) The Employer shall pay the Domestic Workers the monthly wage regularly and not later than the seventh day after the last day of each wage period.
- (c) No deduction of the wage of the Domestic Worker can be made unless allowed by the Malaysian laws.

6. Rest Day

The Domestic Worker shall be entitled to one (1) rest day every week and in the event that the Domestic Worker waives the entitlement, the Domestic Worker shall be paid a certain amount of money to be calculated on pro-rate basis in lieu of the rest day or as agreed upon by the Employer and the Domestic Worker. In addition, the Employer shall provide the Domestic Worker with sufficient rest every day.

7. Termination of the Contract of Employment by the Employer

The Employer may terminate the service of the Domestic Worker without notice if the Domestic Worker commits any act of misconduct inconsistent with the fulfilment of the Domestic

Worker's duties or if the Domestic Worker breaches any of the terms and conditions of this Contract of Employment.

For the purposes of this clause, misconduct includes the following:

- (i) working with another Employer;
- (ii) disobeying lawful and reasonable order of the Employer;
- (iii) neglecting the household duties and/or assigned responsibilities towards children, young persons and persons under their care and habitually late for work;
- (iv) is found guilty of fraud and dishonesty;
- (v) is involved in illegal and unlawful activities;
- (vi) permitting outsiders to enter the Employer's premises or to use the Employer's possessions without Employer's permission; and
- (vii) using the Employer's possessions without the Employer's permission.

provided always that the Employer terminating this Contract of Employment under this clause shall provide proof of existence of such situation upon request of the Domestic Worker.

8. Termination of the Contract of Employment by the Domestic Worker

The Domestic Worker may terminate this Contract of Employment without notice if-

- (i) the Domestic Worker has reasonable grounds to fear for his or her life or is threatened by violence or disease;
- (ii) the Domestic Worker is subjected to abuse or ill-treatment by the Employer; or
- (iii) the Employer has failed to fulfil his obligation under paragraph 5 of this Contract of Employment.

provided always that the Domestic Worker terminating this Contract of Employment under this clause shall provide proof of existence of such situation upon request of the Employer.

9. General Provisions

- (a) The transportation cost from the Domestic Worker's original exit point in Cambodia to the place of work shall be borne by the Employer.
- (b) In the event that the Domestic Worker absconds, the Domestic Worker's Visit Pass (Temporary Employment) shall be revoked and the Domestic Worker shall not be allowed to enter Malaysia for employment purposes in accordance with and subject to the applicable Malaysian laws, rules, regulations, national policies and directives.
- (c) In the event that this Contract of Employment is terminated by the Employer on the ground that the Domestic Worker has committed proven misconduct, the Domestic Worker shall bear the costs of his/her repatriation.
- (d) The repatriation cost of the Domestic Workers from the place of work to the original exit point in Cambodia shall be borne by the Employer along with all outstanding wages in the following circumstances:

- (i) at the completion of Contract of Employment;
 - (ii) termination of this Contract of Employment by the Employer;
 - (iii) termination due to non-compliance of the terms and conditions of this Contract of Employment by the Employer; or
 - (iv) on the death of the Domestic Worker.
- (e) The repatriation cost of the Domestic Worker shall be borne by the Domestic Worker in the event of:
- (i) termination due to negligence or abuse of children and young persons or persons under their care;
 - (ii) resignation or abscondment of the Domestic Worker;
 - (iii) termination of employment pursuant to paragraph 7 of the Contract of Employment; or
 - (iv) termination due to non-compliance to the terms and conditions of the Visit Pass (Temporary Employment).
- (f) Any dispute arising between the Employer and the Domestic Worker concerning the grounds for termination of this Contract of Employment pursuant to Paragraph 7 or 8 of this Contract of Employment shall be dealt with in accordance with the applicable laws in Malaysia.
- (g) For the purpose of this Contract of Employment, the terms "original exit point" shall mean Phnom Penh, Cambodia.

10. Extension of the Contract of Employment

Notwithstanding the expiry of the duration of this Contract of Employment, the Employer and the Domestic Worker may agree that this Contract of Employment may be extended based on similar terms and conditions therein.

11. Time is of the Essence

Time whenever mentioned shall be of the essence of this Contract of Employment.

12. Governing Law

This Contract of Employment is governed by and shall be construed in accordance with the laws of Malaysia.

13. Language of this Contract of Employment

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Khmer and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

IN WITNESS WHEREOF, the Parties to this Contract of Employment have hereunto affixed their signature on this _____ day of _____ 20 _____



Employer,

Domestic Worker,

Name

Name

Date

Date

Witnessed by,

Witnessed by,

Name

Name

Date

Date

Endorsed by,

Endorsed by,

The Embassy of Malaysia in
Phnom Penh

The Ministry of Labour and
Vocational Training, Cambodia

Name

Name

Date

Date

(Note: A copy of this Contract of Employment to be submitted to the nearest Labour Department)

TERMS OF REFERENCE FOR THE JOINT WORKING GROUP FOR THE IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE KINGDOM OF CAMBODIA ON THE RECRUITMENT AND EMPLOYMENT OF DOMESTIC WORKERS

I. Introduction

In accordance with Article 10 of the Memorandum of Understanding between the Government of Malaysia and the Government of Kingdom of Cambodia on the Recruitment and Employment of Domestic Workers signed at ..., Malaysia on 20xx (hereinafter referred to as “–Memorandum of Understanding”), the Government of Malaysia and the Government of the Kingdom of Cambodia agreed to establish a Joint Working Group (hereinafter referred to as “the JWG”). The establishment of the JWG would provide a forum for coordination and consultation between officials of both Parties to provide solutions on matters concerning the recruitment, employment and repatriation of Domestic Workers in Malaysia.

II. Objective

To ensure appropriate and effective implementation of the Memorandum of Understanding.

III. Principles

1. The work of the JWG shall be conducted in the spirit of cooperation for the purpose of recognizing the interest of both Parties.
2. To promote the right and the protection of both the Employers and the Domestic Workers in Malaysia, as agreed in the Memorandum of Understanding and the Contract of Employment.

IV. Role and Functions

1. To monitor the implementation of the Memorandum of Understanding.
2. To monitor the implementation of any programme regarding the recruitment, employment and repatriation of the Domestic Workers.
3. To monitor and obtain information with regard to employment issues faced by the Domestic Workers and the Employers.
4. To provide advisory services and technical assistance on the employment of Domestic Workers.
5. To perform any other tasks as may be assigned to it by both Parties.
6. To deliberate on issues consequential to the exercise of Article 14 of the Memorandum of Understanding prior, during and after the suspension of the Memorandum of Understanding and to propose for both Parties to discuss on

alternative solutions or remedial actions due to the suspension of the Memorandum of Understanding.

7. To propose any amendment, variation or modification to the terms and conditions of the Contract of Employment and any items listed in the attached appendices to the Memorandum of Understanding, provided that the amendment, variation or modification made to any appendix to the Memorandum of Understanding will only take into effect upon the agreement by both Parties through diplomatic channels.

V. Office

Each Party shall designate an office within its relevant authorities that shall serve as contact point with the other Party.

VI. Membership

1. The JWG shall be co-chaired by the officials of both Parties.
2. The JWG shall comprise of appropriate government authorities, including the Embassy of Malaysia in Cambodia and the Embassy of Cambodia in Malaysia.
3. Each Party shall determine the relevant government authorities respectively to be the members of the JWG and particular government authority to be designated as the focal point for each Party.

VII. Meetings

1. The JWG shall convene at least two (2) meetings per year.
2. Regular meetings of the JWG shall be held alternately in Malaysia and Cambodia.
3. As and when appropriate, the JWG may hold additional meetings at a venue to be agreed upon by both Parties.
4. When necessary, the JWG shall convene meetings as instructed by both Parties.

VIII. Documentation

All records of the JWG shall be in English.

IX. Financial Arrangement

The cost for hosting the JWG and sending government officials to attend the JWG meetings shall be borne by the respective Parties individually.

X. Amendment

1. The terms of reference may be reviewed and amended by mutual consent by the JWG and subject to the endorsement by both Parties.
2. In the event the JWG decides to amend any terms and conditions in the Contract of Employment or any item listed in the Appendices attached to the Memorandum of Understanding, such amendment shall have no effect unless and until it is agreed by the Parties.