



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND
THE GOVERNMENT OF MALAYSIA
ON THE EMPLOYMENT AND PROTECTION OF INDONESIAN
DOMESTIC MIGRANT WORKERS IN MALAYSIA**

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA and **THE GOVERNMENT OF MALAYSIA**, hereinafter referred to the singularly as the "Party" and collectively as "the Parties";

BELIEVING that the employment of Indonesian Domestic Migrant Workers in Malaysia shall be an area of cooperation which is mutually beneficial to both countries;

DESIRING to promote the protection of both the Employer and the Indonesian Domestic Migrant Workers in Malaysia by strengthening appropriate mechanism for their recruitment and placement as set forth in the Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of Malaysia on the Recruitment and Placement of Indonesian Domestic Workers (2006) and Amending Protocol (2011) which are ceased to be in force on 30 May 2016;

PURSUANT to the prevailing laws and regulations of the respective countries;

HAVE REACHED AN UNDERSTANDING on the following matters;

Article 1
Definition

For the purpose of this Memorandum of Understanding (hereinafter referred to as MoU):

- a. "*Domestic Works*" means work performed in or for a household;
- b. "*Indonesian Domestic Migrant Worker*" (hereinafter referred to as IDMW) means a citizen of the Republic of Indonesia who is contracted to work in a single household in Malaysia for a specific period of time and for a specific job category as per Contract of Employment;
- c. "*Employer*" means any individual granted approval by the relevant authorities in Malaysia to employ IDMW from the Republic of Indonesia;
- d. "*Indonesian Mission*" means the Embassy of the Republic of Indonesia, Consulate General of the Republic of Indonesia, or Consulate of the Republic of Indonesia in Malaysia;
- e. "*Malaysian Mission*" means the Embassy of Malaysia, Consulate General of Malaysia, or Consulate of Malaysia in the Republic of Indonesia;
- f. "*Indonesian Placement Agency*" (hereinafter referred to as IPA) means a business entity that has obtain a written permit from the Government of the Republic of Indonesia to operate the placement of IDMW;
- g. "*Malaysian Recruitment Agency*" (hereinafter referred to as MRA) means a private employment agency licensed under the Private Employment Agency Act 1981 and approved by the Government of the Malaysia for the purpose of recruiting domestic workers from Indonesia;

- h. “*Work Pass*” means a visit pass (temporary employment) issued by the Immigration Department of Malaysia (hereinafter referred to as IDM) to permit the IDMW to work in Malaysia;
- i. “*One Channel System*” means an integrated system as a single mechanism for the employment of IDMW in Malaysia as agreed by the Parties; and
- j. “*Abscond*” means a voluntary conduct by the IDMW to leave the place of work, as stipulated in the Contract of Employment, without the consent of the Employer, but such act does not include personal abscond due to personal safety reasons, abuse, or ill treatment by the Employer.

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

Article 2 Objective

The objective of this MoU is to promote the protection of both the Employer and the IDMW in Malaysia by strengthening the existing employment mechanism.

Article 3 Implementation

1. The Parties agreed that the recruitment, placement, and employment of IDMW in Malaysia shall only be conducted in the frame of One Channel System as specified in **Appendix A**.
2. The Parties agreed that the recruitment, placement, and employment of the IDMW and the protection of both the IDMW and Employer shall be in accordance with and subject to the terms of this MoU and the domestic laws, rules, regulations, national policies, and directives of each Party.

Article 4
Work Pass

1. The Government of Malaysia ensures that the Work Pass will be issued based on the regulations determined by the IDM.
2. The Government of Malaysia ensures that only the Contract of Employment endorsed by the Indonesian Mission will be accepted for the applications of Work Pass.

Article 5
Employment of IDMW

1. IDMW shall be employed in a single household as a Housekeeper and Family Cook.
2. Other designated IDMW shall be employed as Child Caretaker or Elderly Caretaker.
3. IDMW shall only be employed in one single premises.
4. The single household shall consist of family members maximum of six persons above five years old and without any special needs.
5. The job descriptions according to the job categories of the IDMW shall be specified in **Appendix B**.

Article 6
Recruitment Conditions

The Government of the Republic of Indonesia shall ensure that the IDMW who is selected for employment by the Employer shall fulfil the following conditions prior to their entry into Malaysia:

- a. not less than 21 years of age but not more than 45 years of age;
- b. possess sufficient knowledge of Malaysia laws, culture, and social practices;
- c. possess the ability to communicate in Malaysian language;
- d. comply with Malaysian immigration procedures;

- e. possess certificate of competence;
- f. comply with the Parties' medical requirements for IDMW; and
- g. be registered on social security program in Indonesia.

Article 7

Accountability

1. The Government of the Republic of Indonesia ensures that the IDMW under employment in Malaysia shall understand all Malaysian laws, rules, regulations, policies, and directives; and respect Malaysian traditions and customs in their conduct as domestic workers in Malaysia.
2. The Government of Malaysia ensures that the Employer shall comply with all Malaysian laws, rules, policies, and directives.
3. The Parties shall ensure that potential Employers shall have sufficient net income required to be eligible to employ the service of IDMW. The Parties agree that the Indonesian Missions in Malaysia will determine the said minimum net income and closely coordinate with the relevant Malaysian authority to verify the validity of the supporting documents provided by the potential Employers.

Article 8

Responsibilities

1. The Parties acknowledge that the responsibilities of the Employer, MRA, IPA, and IDMW for the purpose of the implementation of this MoU shall be in accordance with **Appendix C**.
2. Subject to the terms provided under this MoU and the domestic laws, rules, regulations, national policies, and directives of each Party, the Parties shall take action towards any breach by the MRA, IPA, the Employer, and IDMW.

Article 9
Contract of Employment

1. The Parties agreed that the IDMW who are recruited under this MoU shall work in Malaysia for a specific period of time, specific job category, and in a single premises subject to terms and conditions of Contract of Employment, as set forth in **Appendix D**.
2. The Parties acknowledge the rights of the Employer and the IDMW to extend, renew, or terminate the Contract of Employment. Such extension and/or renewal shall be conducted in accordance with the provision of this MoU with better wages based on the performance of the IDMW and taking into consideration of the total working period of the IDMW. The business process for the extension and/or renewal appears as **Appendix E**.
3. The Parties agreed that the amount of starting salary of IDMW shall be stated in the Contract of Employment. Further, Indonesian Missions in Malaysia have the role to determine appropriate starting salary through the endorsement of Job Order and Contract of Employment.
4. The Contract of Employment shall be endorsed by the Indonesian Mission.

Article 10
Protection and Assistance to IDMW

1. For the purpose of protection of the IDMW, the Parties shall ensure IDMW has access to communicate with their families regularly, as well as with the relevant authorities in Malaysia concerning his/her employment condition.
2. The Government of Malaysia shall facilitate without delay the exercise of consular functions relating to IDMW by the Indonesian Mission.

Article 11
Components of the Cost Structure

1. The Parties ensure that the IDMW shall not bear any cost related to his/her employment in Malaysia.
2. Any cost derived from the implementation of policies, laws, and regulations issued by the Government of Malaysia shall be borne by the Employer and paid fully in Malaysia.
3. The Parties agreed on the Components of the Cost Structure as set forth in **Appendix F**.

Article 12
Social Security Protection

1. The Government of the Republic of Indonesia shall ensure that all IDMW to be registered on the social security programme in Indonesia before departure to Malaysia.
2. The Government of Malaysia shall ensure any Employer who employs the IDMW to register the IDMW under the Employment Injury Scheme under the Employee's Social Security Act 1969 [Act 4] and provide health insurance scheme.

Article 13
Repatriation

The Parties shall facilitate the safe return of the IDMW upon the completion or termination of his/her Contract of Employment.

Article 14
Designated Authority

The Parties designate the Ministry of Manpower of the Republic of Indonesia and the Ministry of Human Resources of Malaysia, respectively, as focal point to coordinate the implementation of this MoU.

Article 15
Joint Working Group and Joint Task Force

1. The Parties agreed to establish a Joint Working Group (hereinafter referred to as the JWG) comprising of the relevant officials from the respective Governments to discuss any matters arising from the implementation and interpretation of this MoU.
2. The JWG shall meet quarterly or when the need arises, and designate the venue and date of the meeting.
3. The Parties agreed, for the purpose of technical implementation of the MoU and its Appendices to establish a Joint Task Force (hereinafter referred to as the JTF) based in Indonesia and Malaysia.
4. The JTF shall meet regularly and comprise of the representatives to be appointed by the respective Parties.
5. The JTF shall endeavour to provide appropriate solutions on matters concerning IDMW.
6. The JTF shall report regularly to the JWG.
7. Detailed modalities of the JTF shall be stipulated in the Terms of Reference to be agreed upon in writing by the Parties.

Article 16
Financial Arrangements

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

Articles 17
Suspension

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 MoU which shall take effect immediately after notification has been given to the other Party through diplomatic channels.

Article 18
Revision, Modification and Amendment

1. Either Party may request in writing a revision, modification, or amendment of all or any part of this MoU.
2. Any revision, modification, or amendment agreed to by the Parties shall be in writing and shall form an integral part of this MoU.
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 MoU before or up to the date of such revision, modification, or amendment.

Article 19
Settlement of Disputes

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

Article 20
Confidentiality

Each Party shall observe the confidentiality and secrecy of documents, information, and other data generated, received, or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU, except as otherwise agreed by the Parties or required by laws.

Article 21
Monitoring and Evaluation

1. The Parties agreed that the implementation of the placement and protection of IDMW through the One Channel System under the framework of this MoU shall be monitored and evaluated annually via JWG as set forth in **Appendix G**.
2. The first monitoring and evaluation shall be conducted in the 3rd (third) month after the signing of this MoU.
3. The regular monitoring and evaluation shall use Key Performance Indicators as set forth in **Appendix H**.

Article 22

Entry into Force, Duration and Termination

1. This MoU shall enter into force on the date of its signing.
2. This MoU shall remain in force for the period of 5 (five) years from the date of signing and may be extended by mutual written consent of the Parties for another 5 (five) years period.
3. Either of the Parties may terminate this MoU by giving notification through diplomatic channels which shall enter into force 6 (six) months after the date of such notification.
4. The termination or expiration of this MoU shall not affect the obligations of the Parties under this MoU related to the protection of IDMW employed in Malaysia through One Channel System.

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

DONE in duplicate at Jakarta, on the first day of April in the year two thousand and twenty two, in Indonesian and English languages, all texts being equally authentic. In case of any divergence of interpretation of this MoU, the English text shall prevail.

On behalf of the Government
of the Republic of Indonesia



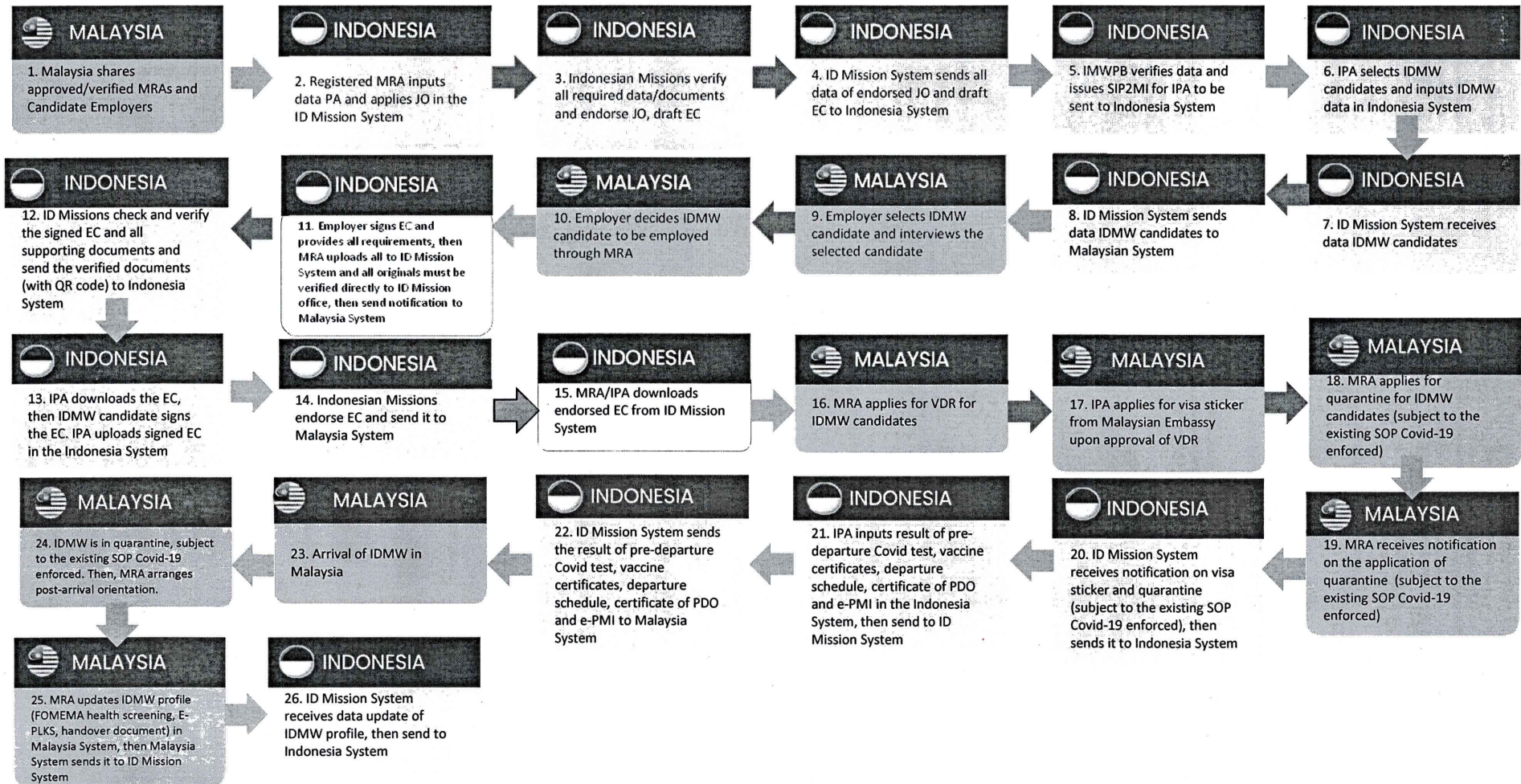
Minister for Manpower

On behalf of the Government
of Malaysia



Minister of Human Resources

FLOW PROCESS OF ONE CHANNEL SYSTEM FOR PLACEMENT IDMW IN MALAYSIA



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ID Mission: Indonesian Mission

IMWPB : Indonesian Migrant Workers Protection Board
MRA : Malaysian Recruitment Agency
IPA : Indonesian Placement Agency
PA : Partnership Agreement
JO : Job Order
EC : Employment Contract
IDMW : Indonesian Domestic Migrant Worker
SIP2MI : Recruitment Permit for IPA
e-PMI : Electronic Card of Indonesian Migrant Workers Identity
PDO : Pre-departure Orientation
VDR : Visa Dengan Rujukan
E-PLKS : Electronic Pas Lawatan Kerja Sementara

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**CATEGORIES OF DOMESTIC WORKS AND JOB DESCRIPTIONS
OCCUPIED BY INDONESIAN DOMESTIC MIGRANT WORKERS IN
MALAYSIA**

| No. | Categories of Domestic Works | Job Descriptions |
|-----|------------------------------------|---|
| 1. | Housekeeper and Family Cook | i. Ensure the cleanliness of home appliances; ii. Prepare and store cleaning appliances; iii. Clean up and keep living room orderly; iv. Clean up and keep the bedroom orderly; v. Clean up and keep the bathroom/restroom orderly; vi. Clean up and tidy including washing the utensils; vii. Laundry and iron the clothes including among others bedsheet and pillow/bolster cover; viii. Cook regular family meals/dishes; and ix. Prepare and serve food and beverages. |
| 2. | Child Caretaker | i. Ensure the cleanliness of the infants/children; ii. Take care the toilet activities of children; |

| | | |
|----|--------------------------|---|
| | | <ul style="list-style-type: none"> iii. Ensure adequate nutrition intakes for infants/children; iv. Look after the safety of infants/children according to the given menu; v. Prepare and serve food/meals for infants/children; vi. Bath, dress, and groom infants/children; vii. Teach and train toddlers/children regarding personal and environment cleanliness; viii. Clean up and keep the infants/children bedroom orderly; ix. Laundry and iron infants/children's clothes; x. Change diapers of infants/give toilet training to toddlers; xi. Accompany and transport children to and from school; xii. Accompany and supervise children when they play and exercise in the residential area; and xiii. Give or serve medical or supplement for infants/children under the directive and supervision of the Employer. |
| 3. | Elderly Caretaker | <ul style="list-style-type: none"> i. Assist toileting for elderly including diapering if needed; ii. Clean and brush the dentures regularly; |

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| | <ul style="list-style-type: none">iii. Trim/cut the elderly's nails;iv. Prepare and serve food/meals and beverages according to the given menu;v. Prepare and make food/meals for elderly;vi. Look after the safety of elderly;vii. Clean up and maintain the tidiness of the bottom of elderly;viii. Laundry and iron the clothes of elderly;ix. Bath the elderly;x. Transport the elderly to/from the therapy centre; andxi. Accompany and look after the elderly while taking exercise and morning walk. |
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**RESPONSIBILITIES OF THE EMPLOYER, MRA, IPA, IDMW,
GOVERNMENT OF MALAYSIA, AND GOVERNMENT OF INDONESIA**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall request the recruitment and employment of IDMW only through One Channel System and shall appoint the authorized MRA to conduct the process of IDMW recruitment.
2. The Employer shall be fully responsible for the wellbeing and legal status of the IDMW during his/her employment period in Malaysia.
3. The Employer shall be responsible to obtain approval from the relevant authorities in Malaysia for the purpose of employment of the IDMW, through an authorized MRA.
4. The Employer shall sign the Contract of Employment in Malaysia to be approved by the Indonesian Mission.
5. The Employer shall pay the wage of the IDMW on a monthly basis not later than the seventh day of the following month directly to his/her bank account at the amount as stated in the Contract of Employment. In the event that the IDMW has not worked for one full month, the amount of wage shall be calculated at pro-rate basis.
6. Failure to pay the wage on time shall result in obligation for the Employer to pay the outstanding wages of the IDMW and additional penalty or damage imposed by the court.

7. Failure to pay the wage in two months consecutively shall result in the IDMW's right to terminate the Contract of Employment. Such termination shall not affect the Employer's obligation to pay the outstanding amount of wages.
8. The Employer shall facilitate the IDMW to open his/her personal bank account in Malaysia for the purpose of transferring his/her employment wage, and shall guarantee that the IDMW has full access to his/her personal account.
9. The Employer shall be responsible for the following payments:
 - a. **Cost components in Malaysia**
 - 1) security deposits as required by the Director General of Immigration, Malaysia;
 - 2) processing fees;
 - 3) Work Pass (Temporary Employment);
 - 4) insurance under Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and health insurance;
 - 5) in relation to medical examination, the Employer shall be responsible for the following payments:
 - a) medical screening prior to departure;
 - b) medical examination to be carried out within 30 (thirty) days from the date of arrival of the IDMW in Malaysia;
 - c) medical examination to be carried out once every year for the first 2 (two) years of employment; and
 - d) any other medical examination as required by the Government of Malaysia for the subsequent years of employment;
 - 6) annual levy; and
 - 7) COVID-19 testing and quarantine cost (subject to existing SOP enforced).

b. Cost components in the Republic of Indonesia

- 1) passport;
- 2) social security (BPJS Ketenagakerjaan);
- 3) health certificate;
- 4) medical check up;
- 5) psychology test;
- 6) local transport;
- 7) work visa;
- 8) work training;
- 9) certificate of competence;
- 10) Indonesian Placement Agency fee;
- 11) airfare; and
- 12) accommodation.

Provided that all payments for the items (1) to (12) above shall only be paid by the Employer in the event that the worker qualifies for the Biomedical test in Indonesia.

10. The Employer through the authorized MRA shall renew the IDMWs' Work Pass 3 (three) months before the expiry date. Any fee, penalty or compound due to the failure of the Employer to do so shall be borne by the Employer. The Employer shall be responsible for the IDMW who has failed to obtain the Work Pass renewal and shall undertake efforts for the release of the IDMW who is detained by the authorities due to these circumstances.
11. Subject to mutual consent of the Employer and IDMW, the Employer may renew the Contract of Employment. The renewal of Contract of Employment shall be made through One Channel System via an authorized MRA at least 3 (three) months before the expiration of the Contract of Employment. All of the fee in relation to the process of renewal of the Contract of Employment, Work Pass and Passport shall be borne by the Employer.

12. In the event of death of the IDMW, the Employer shall pay the cost of funeral, repatriation of the remains, and personal belongings to his/her place of origin in Indonesia and transfer the total balance of his/her saving including the outstanding salary to his/her next of kin in Indonesia. The Employer shall report to the nearest Labour Department, Social Security Organizations (SOCISO) Office, Indonesian Missions, and MRA in the event of injury or death of the IDMW during the period of employment.
13. For acceptable and proven medical reasons, the Employer shall allow the IDMW to rest and continue to receive his/her regular wage.
14. The Employer shall be responsible for the expenses of medical treatment of the IDMW which are not covered by insurance policy that may arise during the employment period.
15. The Employer shall at all times respect and pay due regards to the traditions, customs, and religious beliefs of the IDMW, including the right to perform prayers and to refuse to handle any work or consume products against his/her religious beliefs.
16. The Employer shall provide the IDMW with sufficient daily meals or equivalent monetary allowance and proper accommodation with basic amenities, electricity, light, and water supply.
17. The Employer shall furnish the IDMW at least 1 (one) rest day per week.
18. In the case that the IDMW agrees to work on his/her rest day, The Employer shall compensate the total rest day taken equivalent to the certain amount of money as agreed upon in the Contract of Employment.
19. The Employer shall ensure that the IDMW has a minimum of 10 (ten) hours rest per day, in which 7 (seven) hours out of 10 (ten) hours shall be an uninterrupted rest.

20. In the event that the Employer migrates to another country for whatever purposes, the Employer shall terminate the Contract of Employment and fulfil the IDMW's rights as well as bear all the cost for his/her repatriation to Indonesia.
21. The Employer shall employ the IDMW within the specific category, job description, and residence as stipulated in the Contract of Employment which should not include commercial activities.
22. The Employer shall not withhold or confiscate passport and/or personal documents of the IDMW for any reasons.
23. The Employer shall guarantee the IDMW's access of communication to his/her family, relevant authorities in Malaysia, and Indonesian Missions in Malaysia through any means of communication, among others his/her mobile phone.
24. The Employer shall furnish the Malaysian Labour Department particulars of the IDMW including the IDMW's dependant within 14 (fourteen) days from the commencement of the employment.
25. The repatriation cost of the IDMW from his/her place of work to his/her place of origin in the Republic of Indonesia shall be borne by the Employer after the completion or termination of the Contract of Employment. Prior to the repatriation, the Employer shall ensure that the total balance of IDMW's savings including the outstanding wages has been given to the IDMW.
26. The Employer may not bear the repatriation cost of the IDMW from his/her place of work to his/her place of origin in the Republic of Indonesia in the event the IDMW violates the terms and conditions of the Contract of Employment.

27. The Employer, prior to the repatriation of IDMW, shall notify and provide all related information to the Indonesian Mission through MRA, including but not limited to the itinerary and the proof of fulfilment of IDMWs' rights.
28. The Employer shall immediately report to the MRA should they become aware of any circumstances relating to the Contract of Employment of the IDMW that may turn into a dispute.
29. The Employer, within 24 (twenty-four) hours, shall report to the relevant authorities in Malaysia and MRA in the event that the IDMW absconds.

B. RESPONSIBILITIES OF THE MRA

1. The MRA shall register itself to the Indonesian Mission's system to be able to participate in the recruitment and placement of IDMW through One Channel System.
2. The MRA shall, upon request of the Employer, apply on behalf of the Employer's approval from the relevant authorities in Malaysia for the purposes of recruiting and/or employing IDMW.
3. Any recruitment of IDMW by the MRA shall be done through an authorized IPA that has been registered in the Indonesian Mission System.
4. An MRA shall only conclude a Partnership Agreement with a maximum of 10 (ten) authorized IPA.
5. The MRA shall recruit and assign the IDMW in specific category, job description, and premises as stipulated in the Job Order and Contract of Employment.

6. The MRA shall provide biodata of the potential IDMW to the Employer according to the Employer's specification and job description for the purposes of selection of the IDMW.
7. The MRA shall ensure that the IDMW provided to the Employer matches with the specification and job description as required by the Employer.
8. The MRA shall sign, as a witness, the Contract of Employment prior to the endorsement by the Indonesian Mission.
9. The MRA, shall be responsible for the arrangement of the entry of the IDMW upon arrival at the entry point in Malaysia and thereafter, including obtaining the Work Pass.
10. The MRA shall be responsible to ensure the fulfilment of IDMW rights by the Employer during the period of his/her employment in Malaysia.
11. The MRA shall maintain and update records of the Employer and the IDMW, including but not limited to, the IDMW's dependant, visa number, date of the commencement of the Contract of Employment, Work Pass, and bank account number. The MRA shall keep the Indonesian Mission informed on such updated records.
12. The MRA shall ensure that the IDMW who is selected for employment in Malaysia fits to work and complies with the Malaysian medical requirement.
13. The MRA shall be responsible to ensure that the terms and conditions of the Contract of Employment have been fully explained to and understood by the Employer and the IDMW respectively.
14. The MRA shall conduct post-arrival orientation programs prior to the deployment of IDMW to their respective Employers. Such orientation

programs shall contain topics on job descriptions as well as rights and obligations of the Employer and IDMW.

15. The MRA shall maintain a record on the placement of the IDMW for the purposes of inspection by the relevant authorities in Malaysia.
16. The MRA shall be responsible to ensure that the Employer provides the IDMW with decent working and living conditions throughout the duration of employment, including but not limited to sufficient daily meals or equivalent monetary allowance and proper accommodation with basic amenities, electricity, and water supply.
17. The MRA shall ensure that the Employer pays the wage of the IDMW on a monthly basis not later than the seventh day of the following month directly to his/her bank account at the amount as stated in the Contract of Employment without any deduction related to placement costs.
18. The MRA shall not operate and/or conduct the business of recruitment and employment of IDMW in the Republic of Indonesia without partnership with the IPA.
19. The MRA shall not be allowed to change the Employer of the IDMW except otherwise permitted in accordance with this MoU and its Appendices and subject to the Malaysian laws, rules, regulations, national policies, and directives.
20. In the event of a change of Employer approved by the Government of Malaysia, the MRA shall submit to the Indonesian Missions system the new Contract of Employment to be endorsed by the Indonesian Missions and all related documents of the new Employer.
21. During the period of transition between Employers, the MRA shall be responsible for the wellbeing of the IDMW including the provision of shelter and his/her essential daily needs.

22. The MRA shall repatriate the IDMW that is certified as medically unfit.
23. The MRA shall provide the substitution of IDMW or reimbursement of related costs in the event of the IDMW is proven medically unfit during the first 3 (three) months of employment or absconding during the first 6 (six) months of employment.
24. The MRA shall assist the IDMW in the event of labour disputes or any other cases and to report to the relevant authorities in Malaysia and Indonesian Mission.
25. In the event of death of the IDMW, the MRA, upon receiving such information, shall notify the Indonesian Mission. The MRA shall also assist and ensure the Employer to repatriate the remains and personal belongings to his/her place of origin in the Republic of Indonesia and transfer the total balance of his/her savings including the outstanding salary to his/her next of kin in Indonesia.
26. MRA shall ensure that the rights of IDMW has been fulfilled prior to his/her return to the place of origin in Indonesia, upon the completion or termination of the Contract of Employment.
27. MRA shall notify the Indonesian Mission after the completion of the repatriation process supported with related documents, whether caused by the death of the IDMW, expiration, or termination of the Contract of Employment.
28. Upon receiving the request from the Employer to renew the Contract of Employment, the MRA shall process such renewal only through One Channel System and without delay, taking into consideration the validity period of the IDMWs' Work Pass.

29. The MRA shall be responsible towards all IDMW recruited and assigned under its agency for the whole period of IDMW's stay in Malaysia, and shall update the Indonesian Mission and its IPA partner in the event of completion or termination of the Contract of Employment, injury, illness, absconds, or death of IDMW.
30. The MRA shall not withhold or confiscate passports and/or personal documents of the IDMW. The MRA may temporarily hold IDMWs' passport, for the purpose of processing IDMW Work Pass or any other legitimate reasons such as labour dispute settlement, and shall return it immediately once the process is completed.
31. During the process of Work Pass renewal and/or any other legitimate process, the MRA shall provide the IDMW with his/her copy of passport and a statement letter that declares such process.

C. RESPONSIBILITIES OF THE IPA

1. The IPA shall register itself to the Indonesian Mission's system to be able to participate in the recruitment and placement of IDMW through One Channel System.
2. The IPA shall only operate and/or conduct the business of placement of IDMW in Malaysia with authorized MRA by concluding Partnership Agreement.
3. The IPA shall only conclude Partnership Agreement with maximum of 10 (ten) authorized MRA.
4. The IPA shall be responsible to provide a list of potential IDMW according to the Employer's specification and job description, as stated in the Job Order, for the purposes of selection of the IDMW.

5. The IPA shall ensure that the qualification and competency of IDMW satisfy the Employer's specification and job description.
6. The IPA shall ensure that the IDMW possesses all documents and information for the purpose of his/her employment as a domestic worker in Malaysia, including but not limited to original passport; the original Contract of Employment; information and particulars of the Employer; and contact persons of the Indonesian Mission, the MRA, and the IPA.
7. The IPA shall ensure that all IDMW recruited by their agency have completed pre-departure orientation and obtained related certificates.
8. The IPA shall ensure that the selected IDMW passed the Malaysian medical requirements prior to his/her entry into Malaysia.
9. The IPA shall be responsible to ensure that the terms and conditions of the Contract of Employment and his/her job description have been fully explained to and understood by the IDMW respectively.
10. IPA shall ensure the IDMW has been registered with e-PMI prior to his/her departure to Malaysia.
11. In coordination with partner MRA, the IPA shall monitor and keep the updated record of all the IDMWs' conditions in Malaysia and inform the family of IDMW, if required.
12. The IPA shall be responsible towards all IDMWs assigned under their agency, from the time of pre-departure until the return of the IDMW to their place of origin in Indonesia, whether conducted by itself or in cooperation with partner MRA.
13. The IPA shall maintain and update records of Employers and IDMW, including their dependants, in the One Channel System.

14. The IPA shall approve extension of the Contract of Employment agreed between the IDMW and Employer.
15. The IPA shall provide the substitution of IDMW or reimbursement of related costs in the event of the IDMW is proven medically unfit during the first 3 (three) months of employment or absconding for the first 6 (six) months of employment.
16. The IPA shall facilitate and assist for the safe return of IDMW to his/her place of origin upon the completion or termination of Contract of Employment.
17. In the event of the death of IDMW, the IPA shall facilitate and assist for the repatriation of IDMW's remains and personal belongings to his/her place of origin in Indonesia and ensure that the total balance of his/her savings including the outstanding wages has been transferred to his/her next of kin in Indonesia.
18. The IPA shall ensure that the MRA assigns the IDMW to the Employer in accordance with specific category, job description and residence as stipulated in the Contract of Employment.

D. RESPONSIBILITIES OF THE IDMW

1. The IDMW shall not employ his/herself in Malaysia independently.
2. The IDMW shall register his/herself at a province/district/city labour office and shall only participate in the process of recruitment, placement, and employment in Malaysia through the One Channel System.
3. The IDMW shall be responsible to ensure that all personal data and information in all his/her documents related to the process of his/her recruitment, placement, and employment are correct and valid.

4. The IDMW shall comply with all applicable laws, rules, regulations, national policies, as well as directives and respect the traditions and customs in Indonesia and Malaysia.
5. The IDMW shall undergo and pass the medical examination at health facilities designated by the Parties to perform such examination.
6. The IDMW shall undergo and complete the pre-departure orientation proven by a certificate of attendance.
7. The IDMW shall have a valid Contract of Employment during the whole period of employment in Malaysia.
8. The IDMW shall maintain and keep his/her original passport and a copy of the Contract of Employment and shall not hand it over to any other party other than for the purpose of processing IDMW Work Pass or any other legitimate reasons such as labour dispute settlement.
9. The IDMW shall only perform tasks according to the job categories and job descriptions as described in the Contract of Employment.
10. The IDMW shall report to the Indonesian Mission about his/her arrival in Malaysia and departure from Malaysia through the online application Peduli WNI.
11. In the event of the extension or renewal of the Contract of Employment, the IDMW shall sign the renewal contract based on his/her own freewill and mutual consent with the Employer.
12. Prior to the signing of the extension or renewal of the Contract of the Employment, the IDMW shall obtain a letter of approval from his/her family.

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13. IDMW shall sign the Contract of Employment before the time of commencement of employment and shall understand his/her rights and obligations in the Contract of Employment.
14. In the event that the IDMW does not pass the medical check up at the health facility in Indonesia, the IDMW shall bear the cost of work training, competency test, pre-medical check up, and medical check up.
15. The IDMW shall be responsible to keep his/her medical examination report and show such a document as required by the Immigration authority at the entry point.
16. The IDMW is not allowed to bring any person to stay in the Employer's residence without the Employer's consent.
17. The IDMW shall produce their identification papers and/or documents to enforcement agencies whenever required during his/her stay in Malaysia.
18. IDMW shall perform his/her duties as assigned in the Contract of Employment in a responsible manner.
19. The IDMW shall bear his/her own repatriation cost in the event that the Employer is not willing to pay the repatriation costs due to the violation of the terms and conditions of the Contract of Employment by the IDMW.
20. The IDMW, through MRA, shall keep the IPA informed of any changes in his/her information or the information of his/her dependant.
21. IDMW shall report and consult with MRA, Malaysian authorities and/or Indonesian Mission for settlement of any disputes with the Employer.

E. RESPONSIBILITIES OF THE MALAYSIAN GOVERNMENT

In addition to the Parties' responsibilities as mentioned in the main body of the MoU and as stated in their respective national laws and regulations, the Government of Malaysia is responsible for:

1. Ensuring an effective implementation of One Channel System as the only legally recognized mechanism to recruit, place, and employ IDMW to Malaysia and ensuring that other mechanisms are not allowed.
2. Providing the IDMW with any information and publications necessary regarding Malaysian laws, rules, regulations, policies, and directives, as well as Malaysian traditions and customs, in Bahasa Indonesia if possible.
3. Ensuring the Employer complies with all Malaysian laws, rules, regulations, policies, and directives.
4. Ensuring that the approval to employ the service of IDMWs shall only be granted to the potential Employer who meets all qualifications as agreed by the Parties.
5. Monitoring, maintaining, and sharing records of blacklisted Employers, IDMWs, MRAs, and IPAs to be mutually exchanged for the purpose of preventing blacklisted parties from being included in participating in the implementation of this MoU.
6. Monitoring the implementation of the responsibilities of the Employer, MRA, IPA, and IDMW as required under this MoU and its Appendices.
7. Taking action towards any breach by the MRA, IPA, Employer, and IDMW, based on the terms provided under this MoU and the domestic laws, rules, regulations, national policies, and directives of Malaysian authorities.

8. Monitoring and facilitating the exercise of the rights of the Employer and the IDMW to extend, renew, or terminate the Contract of Employment conducted in accordance with the provision of this MoU with better wages based on the performance and consideration of the total working period of the IDMW.
9. Facilitating without delay the exercise of consular functions relating to IDMW by Indonesian Missions.
10. Establishing 24 (twenty-four) hours assistance including a complaint channel through the Working For Workers (WFW) application provided by the Ministry of Human Resources.
11. Facilitating the safe return of the IDMW upon the completion or termination of his/her Contract of Employment.
12. Facilitating the repatriation of remains, personal belongings, and accumulated financial entitlements of deceased IDMWs to his/her next of kin in Indonesia.
13. Monitor and evaluate the implementation of the placement and protection of IDMW via JWG under the framework of this MoU that will meet quarterly or whenever the need arises.

F. RESPONSIBILITIES OF THE INDONESIAN GOVERNMENT

In addition to the Parties' responsibilities as mentioned in the main body of the MoU and as stated in their respective national laws and regulations, the Government of the Republic of Indonesian is responsible for:

1. Ensuring an effective implementation of One Channel System as the only mechanism to recruit, place, and employ IDMW in Malaysia.

2. Ensuring IDMW who are selected for employment fulfils the conditions prior to their entry into Malaysia as stipulated in Article 6 of this MoU.
3. Ensuring that the IDMWs undergo and complete the pre-departure orientation.
4. Providing the pre-departure orientation for IDMWs prior to departure to Malaysia.
5. Ensuring IDMW passes the requirement of medical check up.
6. Endorsing the Contract of Employment that has fulfilled all the requirements as specified in this MoU through Indonesian Mission.
7. Ensuring that the approval to employ the service of IDMWs shall only be granted to the potential Employer who meets all qualifications as agreed by the Parties.
8. Monitoring, maintaining, and sharing records of blacklisted Employers, IDMWs, MRAs, and IPAs to be mutually exchanged for the purpose of preventing blacklisted parties from being included in participating in the implementation of this MoU.
9. Taking action towards any breach by the MRA, IPA, Employer, and IDMW, based on the terms provided under this MoU and the domestic laws, rules, regulations, national policies, and directives of Indonesian authorities.
10. Monitoring and facilitating the exercise of the rights of the Employer and the IDMW to extend, renew, or terminate the Contract of Employment conducted in accordance with the provision of this MoU with better wages based on the performance and consideration of the total working period of the IDMW.



11. Exercising consular functions relating to IDMW through Indonesian Missions.
12. Conducting supervision through interviews, document verification, or other measures related to costs incurred by IDMW and follow up on complaints/reports of illegal placement fees including but not limited to conduct investigations and impose sanctions in accordance with Indonesian laws and regulations.
13. Ensuring all IDMW to be registered on the social security program in Indonesia proven by social security card prior to the departure.
14. Ensuring the Employer, MRA, and IPA arrange the safe return of the IDMW upon the completion or termination of his/her Contract of Employment.
15. Ensuring the Employer, MRA, and IPA arrange the repatriation of remains, personal belongings and accumulated financial entitlements of deceased IDMWs to his/her next of kin in Indonesia.
16. Monitor and evaluate the implementation of the placement and protection of IDMW via JWG under the framework of this MoU that will meet quarterly or whenever the need arises.

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CONTRACT OF EMPLOYMENT

The undersigned below:

1) Employer

Name :
I/C Number :
Address :
Phone Number :
Mobile Number :
Email Address :

Facilitated by Malaysian Recruitment Agency (MRA):

Address :
Contact Number :
E-mail Address :

2) Indonesian Domestic Migrant Worker (IDMW)

Name :
NIK :
Place, DoB :
Sex :
Address :
Mobile Number :
Passport Number :
Name of next of kin/relation :

Handwritten signature and initials.

Address of next of kin :
Phone number of next of kin :
Name and contact number on emergency situation/relation:
.....

Facilitated by Indonesian Placement Agency (IPA):

.....
Address :
.....
Contact Number :
E-mail Address :

The Employer and IDMW agree to enter a Contract of Employment with the following terms and conditions:

1. Job Description

1.1. Employer will employ IDMW as: *(circle only one category below)*

(a) Housekeeper and Family Cook

With the following conditions:

1. *Only employed in 1 (one) household consisting of family members maximum of 6 (six) persons above 5 (five) years old and without any special needs and treatments.*
2. *Not allowed to carry out the tasks of Child Caretaker and Elderly Caretaker.*

(b) Child Caretaker

With the following conditions:

1. *Only be employed for taking care of maximum 2 (two) children up to 5 (five) years old without requirement for special treatment or maximum 1*

(one) child up to 5 (five) years old who requires special treatment.

2. *Not allowed to carry out the tasks of Housekeeper and Family Cook.*

(c) **Elderly Caretaker**

With the following conditions:

1. *Only be employed for taking care of a maximum 1 (one) elderly person who requires special treatment.*
2. *Not allowed to carry out the tasks of Housekeeper and Family Cook.*

- 1.2. The job description of the IDMW are as follows *(refer to the Appendix B of the MoU):*

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12) ; and
- (13)

- 1.3. The IDMW only carries out their duties in accordance with the job category and job description above, and is not allowed to carry out other tasks apart from the aforementioned work including perform or involve in any commercial activities.

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1.4. The Employer shall not employ the IDMW to work for any other party or at other premises other than stated in this Contract of Employment.

2. Rights and Responsibilities of the IDMW

2.1. The IDMW shall perform duties in accordance with the job category and job descriptions and comply with the terms of this Contract of Employment.

2.2. The IDMW shall abide by all Malaysian laws, rules, regulations, and policies and respect Malaysian traditions and customs during their stay in Malaysia.

2.3. The IDMW shall perform assigned responsibilities and duties assigned by the Employer in a responsible manner.

2.4. The IDMW 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.

2.5. The IDMW shall keep his/her passport and personal documents during Employment with the Employer and stay in Malaysia.

2.6. The IDMW shall not use or take advantage of the Employer's possessions with the Employer's permission.

2.7. The IDMW shall have the rights to communicate with anyone at any time, outside working hours, through any means of communication, among others his/her mobile phone.

2.8. Upon the completion of the Contract of Employment, the IDMW is entitled to his/her rights as stipulated in clause 8 and 10 of this Contract of Employment.

- 2.9. The IDMW shall have the rights to take annual leave as stipulated in clause 5.1 of this Contract of Employment.
- 2.10. The IDMW shall have treatment from the Employer and his/her family members with respect and dignity.
- 2.11. The IDMW shall have the rights to perform prayers and to refuse to handle any work or consume products against his/her religious beliefs.
- 2.12. The IDMW shall be entitled to sufficient daily meals or equivalent monetary allowance and proper accommodation with basic amenities, electricity, and water supply, without any deduction to his/her wages in whatsoever form.
- 2.13. The IDMW shall have the right of rest days as stipulated in clause 5.2 of this Contract of Employment.
- 2.14. For acceptable and proven medical reasons, the IDMW shall be allowed to rest and shall continue to receive his/her regular wage.

3. Rights and Responsibilities of the Employer

- 3.1. The Employer shall employ the IDMW in specific category, job description, and residence as stipulated in the Contract of Employment.
- 3.2. The Employer shall not require the IDMW to perform works outside his/her job category and job description.
- 3.3. The Employer shall be fully responsible for the wellbeing and legal status of the IDMW during his/her employment period in Malaysia.

3.4. Notwithstanding the component costs that have been paid to the MRA prior the employment of the IDMW, the Employer shall be responsible for the following expenses:

- a) Insurance for the IDMW as stipulated in clause 7 of this Contract of Employment.
- b) In relation to medical examination, the Employer shall be responsible for the following expenses:
 - i. medical examination to be carried out once every year for the first 2 (two) years of employment; and
 - ii. any other medical examination as required by the Government of Malaysia for the subsequent years of employment.
- c) Annual levy, Work Pass, and exit/re-entry visa, including the renewals and penalties resulting from delays thereof.
- d) Monthly wages as stipulated in clause 4 of this Contract of Employment.
- e) Cost of repatriation after the completion or termination of this Contract of Employment as stipulated in clause 9 and 10 of this Contract of Employment.
- f) Cost of repatriation of remains and/or funeral in the event of the death of the IDMW as stipulated in clause 10 of this Contract of Employment.

3.5. The Employer shall renew the IDMWs' work Pass 3 (three) months before the expiry date. Any fee, penalty, or compound

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due to the failure of the Employer to do so shall be borne by the Employer. The Employer shall be responsible for the IDMW who has failed to obtain the Work Pass renewal and shall undertake efforts for the release of the IDMW who is detained by the authorities due to these circumstances.

- 3.6. For acceptable and proven medical reasons, the Employer shall allow the IDMW to rest and continue to receive his/her regular wages.
- 3.7. The Employer shall be responsible for the expenses of medical treatment of the IDMW which are not covered by insurance policy that may arise during the employment period.
- 3.8. The Employer and his/her family members shall treat the IDMW with respect and dignity.
- 3.9. The Employer shall at times respect and pay due regards to the sensitivity of religious belief of the IDMW, including the right to perform prayers and to refuse to handle any work or consume products against his/her religious beliefs.
- 3.10. The Employer shall provide the IDMW with sufficient daily meals or equivalent monetary allowance and proper accommodation with basic amenities, electricity, and water supply, without any deduction to his/her wages in whatsoever form.
- 3.11. The Employer shall furnish the IDMW the right to have rest days as stipulated in clause 5.2 of this Contract of Employment.
- 3.12. In the event the Employer migrates to another country for whatever purposes, the Employer shall terminate the Contract of Employment and fulfil the IDMW's rights as well as bear all the cost for his/her repatriation to Indonesia.

- 3.13. The Employer shall not withhold or confiscate passport and/or personal documents of the IDMW for any reasons.
- 3.14. The Employer shall guarantee the IDMW's access to communication with anyone at any time, outside working hours, through any means of communication, among others his/her mobile phone.
- 3.15. The Employer shall furnish the Malaysian Labour Department particulars of the IDMW including the IDMW's dependants within 14 (fourteen) days from the commencement of the employment.

4. Payment of Wages

- 4.1. The Employer shall facilitate the IDMW to open his/her personal bank account in Malaysia for the purpose of transferring his/her employment wages, and shall guarantee that IDMW has full access to his/her personal account.
- 4.2. The Employer shall pay the wage of IDMW on a monthly basis not later than the 7th (seventh) day of the following month directly to the IDMW's bank account, in the amount of **RM _____** (_____ **Ringgit Malaysia**) (not less than RM1500). In the event that the IDMW has not worked for one full month, the amount of wages shall be calculated at pro-rate basis.
- 4.3. The passbook or deposit slip or their equivalent shall be given to the IDMW and remain in his/her custody.
- 4.4. Failure damage to pay the wage on time shall result in an obligation for the Employer to pay liquidated damage to the IDMW equal to 5% of the total unpaid wages. Such failure to pay

the wage in two months consecutively shall result in the IDMW's right to terminate the Contract of Employment. Such termination shall not affect the Employer's obligation to pay the outstanding amount of wages and the liquidated damage to IDMW.

- 4.5. The Employer shall provide IDMW the proof of bank transfer of the wages and no deduction of the wage can be made in this regard unless allowed by the Malaysian laws. In case of deduction for acceptable reason, such deduction must be reflected in the IDMW's pay slip.

5. Benefits and Allowances

5.1. Annual leave

5.1.1. The IDMW who has completed 1 (one) year of employment shall be entitled to an annual paid leave for a total of 8 (eight) days.

5.1.2. In the event that the IDMW agrees not to take the annual paid leave, based on the request of the Employer, he/she is entitled to additional half month wage in lieu of annual paid leave.

5.1.3. The IDMW who has completed the Contract of Employment for 2 (two) years, without taking annual paid leave as mentioned in clause 5.1.1, and agreed to extend or renew the contract shall be entitled to a paid leave for a total of 16 (sixteen) days.

5.1.4. In the event that the Employer requests that the IDMW to work continuously during the extension or renewal period and the IDMW agrees without taking such paid leave, he/she is entitled to an additional 1 (one) month wages.

5.2. Rest day

5.2.1. The IDMW shall be entitled to 1 (one) rest day every week. In case the IDMW is required by the Employer to work during rest day, the Employer is obliged to provide compensation to the IDMW at RM _____ per worked rest day, with the formula 1.5 (one and a half) x pro rate wages.

5.2.2. The IDMW has a minimum of 10 (ten) hours rest per day, in which 7 (seven) hours out of 10 (ten) hours shall be uninterrupted rest.

5.2.3. Notwithstanding clause 5.2.1, the IDMW shall be entitled to at least 1 (one) rest day that cannot be compensated.

6. Place of Work/Residence of the IDMW

6.1. During the period of this Contract of Employment, the IDMW shall only work and reside in the Employer's address as stated in this Contract of Employment.

6.2. IDMW is not allowed to bring his/her family members or any other person to stay in the Employer's house without the consent of the Employer.

7. Insurance

7.1. The Employer shall register the IDMW under the Employment Injury Scheme under the Employee's Social Security Act 1969 [Act 4] and provide health insurance in Malaysia on the expenses of the Employer, without any deduction to IDMW in whatsoever form.

7.2. In the event that the IDMW is ill or injured and the insurance coverage is insufficient, the Employer shall bear the cost of treatment until he/she fully recovers and fit to work.

8. Duration, Completion, Extension, and Renewal of the Contract of Employment

8.1. This Contract of Employment shall commence from the date of the arrival of the IDMW at the place of Employer's residence (*dd/mm/yy*).

8.2. The duration of this Contract of Employment is 2 (two) years with the possibility of a maximum 1 (one) year extension.

8.3. Subject to mutual consent of the Employer and IDMW, the Contract of Employment may be renewed with better wages and benefits based on the performance of the IDMW and taking into consideration the total working period of the IDMW, at least 3 (three) months before the expiration of the Contract of Employment.

8.4. This Contract of Employment is considered complete on the following circumstances:

8.4.1. the duration of the Contract of Employment is concluded;
and

8.4.2. the IDMW or the Employer passed away.

8.5. Upon the completion of Contract of Employment, the IDMW is entitled to at least one month wage additional and one way economy class ticket to return to Indonesia.

8.6. The renewal or extension of the Contract of Employment shall be made through One Channel System via authorized MRA.

9. Termination of the Contract of Employment

9.1. Termination by the Employer

9.1.1. The Employer may terminate this Contract of Employment by giving a prior notice of 30 (thirty) days to the IDMW on the circumstances other than non-compliance of the terms and conditions under this Contract of Employment by the IDMW, among others:

- (a) the Employer migrates to another country for whatever purposes; and
- (b) the IDMW is medically proven as incapable of completing the contract, after a series of medical treatments.

9.1.2. The Employer may terminate the service of the IDMW without notice if the IDMW commits any act of misconduct and/or non-compliance with the fulfilment of the IDMW's responsibilities or if the IDMW breaches any of the terms and conditions of this Contract of Employment, which shall be accompanied by justified evidence and verified by Malaysian authorities. For the purposes of this clause, misconduct includes the following:

- (a) working for another person other than his/her Employer;

- (b) disobeying lawful and reasonable order of the Employer relating the IDMW duties in the Contract of Employment;
- (c) neglecting the duties and/or assignments as specified in clause 1 of this Contract of Employment and habitually late for work;
- (d) is found guilty of criminal offences according to Malaysian law;
- (e) permitting outsiders to enter the Employer's premises or to use the Employer's properties without Employer's permission; and
- (f) using the Employer's properties without the Employer's permission.

9.2. Termination by the IDMW

9.2.1. The IDMW may terminate this Contract of Employment, after working for a minimum of 1 (one) year, by giving a prior notice of 30 (thirty) days to the Employer on the circumstances other than non-compliance of the terms and conditions under this Contract of Employment by the Employer.

9.2.2. The IDMW may terminate this Contract of Employment without notice if the Employer commits any act of misconduct and/or non-compliance with the fulfilment of the Employer's responsibilities or if the Employer breaches any of the terms and conditions of this Contract of Employment, which shall be accompanied by justified evidence and verified by Malaysian authorities. For the

purposes of this clause, misconduct includes the following:

- (a) the IDMW employed in premises other than stated in this Contract of Employment;
- (b) the IDMW required to perform tasks other than job description as stipulated in clause 1 of this Contract of Employment;
- (c) the IDMW has reasonable grounds to fear for the safety of his/her life;
- (d) the IDMW is subjected to verbal and/or physical abuse or ill-treatment by the Employer or family member of the Employer;
- (e) the Employers' failure to pay the wage of the IDMW in 2 (two) months consecutively;
- (f) the IDMW does not get opportunity to perform prayers or has been forced to handle work or consume products against his/her religion or beliefs.

9.2.3. Upon the termination of this Contract of Employment, the Employer shall fulfil the rights due to the IDMW i.e. outstanding monthly wages as well as benefits and allowances.

10. Repatriation

- 10.1. The repatriation cost of the IDMW from his/her place of work to his/her place of origin in the Republic of Indonesia shall be borne by the Employer after the completion of the Contract of Employment.
- 10.2. The Employer shall bear the repatriation cost of the IDMW to his/her place of origin in Indonesia in the event of termination of the Contract of Employment by the Employer or the Contract of Employment is terminated due to the failure of the Employer to comply with this Contract of Employment.
- 10.3. Prior to the repatriation, the Employer shall ensure that the total balance of IDMW's savings, including the outstanding salary, has been given to the IDMW.
- 10.4. The Employer may not bear the repatriation cost of the IDMW from his/her place of work to his/her place of origin in the Republic of Indonesia in the event the IDMW violates the terms and conditions of the Contract of Employment.
- 10.5. IDMW shall bear his/her own repatriation cost in the event of he/she commits any act of misconduct as stipulated in clause 9.1.2 in this Contract of Employment.
- 10.6. Prior to the repatriation of IDMW, the Employer shall notify and provide all related information to the Indonesian Mission through MRA, including but not limited to the itinerary and the proof of fulfilment IDMWs' rights.
- 10.7. In the event of death of the IDMW, the Employer shall pay the cost of funeral, repatriation of the remains and personal belongings to his/her place of origin in the Republic of Indonesia, and transfer the total balance of his/her saving, including the outstanding salary, to his/her next of kin in Indonesia.

11. Others

- 11.1. The Employer shall assist the IDMW to remit his/her wage to Indonesia through proper banking channels.
- 11.2. The Employer shall report to the nearest Labour Department, Social Security Organization (SOCSO) office, Indonesian Mission, and MRA in the event of abscond, injury, or death of the IDMW during the period of employment.
- 11.3. In the event of war, civil disturbance, major calamity, or any other force majeure events as declared by the Government of Malaysia, the Employer shall take necessary measures to ensure the safety and wellbeing of IDMW including his/her repatriation to Indonesia.

12. Dispute Resolution

- 12.1. The Employer shall immediately report to the MRA should they become aware of any circumstances relating to the Contract of Employment of the IDMW that may turn into a dispute.
- 12.2. The IDMW shall report and consult with MRA, relevant authorities in Malaysia and/or Indonesian Missions for settlement of any disputes with the Employer.
- 12.3. Any dispute arising between the Employer and the IDMW shall be resolved amicably through deliberation between parties and monitored and assisted by MRA.
- 12.4. In the event there is no settlement on such dispute, one or both of the aggrieved parties may refer their dispute related to their relation of employment to the appropriate Malaysian authorities

and Indonesian Mission for mediation, conciliation, and/or resolution in accordance with the applicable laws in Malaysia.

12.5. Any award of mediation, conciliation, and/or resolution is final and binding on the Employer and the IDMW, and shall be enforced without delay.

This Contract of Employment is made in 2 (two) original copies, 1 (one) for IDMW and 1 (one) for the Employer and each of them has the same legal force.

This Contract of Employment is made in 2 (two) languages, Indonesian and English. In case of any divergence of interpretation of this Contract of Employment, the English text shall prevail.

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

Employer,

IDMW,

Name
Date

Name
Date

Witness by (IPA),

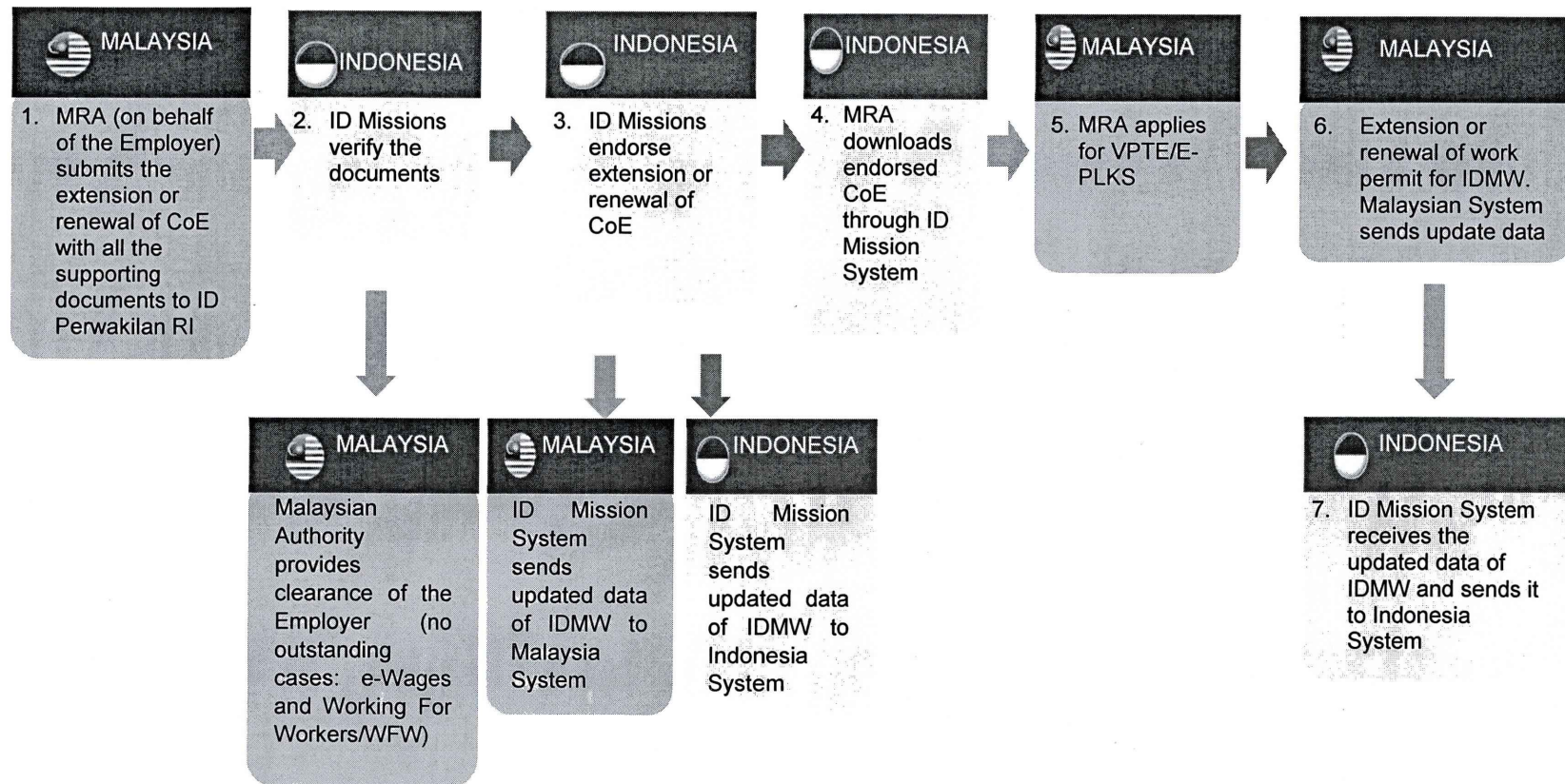
Witness by (MRA),

Name
Date

Name
Date

(QR CODE ID Mission)

FLOW PROCESS FOR EXTENSION OR RENEWAL OF THE CONTRACT OF EMPLOYMENT



Handwritten signature or initials in the bottom left corner.

Description

ID Mission : Indonesian Mission
MRA : Malaysian Recruitment Agency
IPA : Indonesian Placement Agency
CoE : Contract of Employment
IDMW : Indonesian Domestic Migrant Worker
VPTE/E-PLKS : Electronic *Pas Lawatan Kerja Sementara*

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COMPONENTS OF THE COST STRUCTURE

- I. Cost components in Malaysia
 - a. Security deposits as required by the Director-General of Immigration, Malaysia.
 - b. Processing fees.
 - c. Working Pass.
 - d. Insurance under Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia.
 - e. Health insurance.
 - f. Medical screening prior to departure.
 - g. Medical examination to be carried out within 30 days from the date of arrival of the IDMW in Malaysia (FOMEMA).
 - h. Medical examination to be carried out once every year for the first 2 years of employment.
 - i. Any other medical examination as required by the Government of Malaysia for the subsequent years of employment.
 - j. Malaysian Recruitment Agency Fee.
 - k. Annual levy.
 - l. COVID-19 testing and quarantine cost (subject to existing SOP enforced).

- II. Cost components in the Republic of Indonesia
 - a. Passport.
 - b. Social security (*BPJS Ketenagakerjaan*).
 - c. Health certificate.
 - d. Medical check-up.
 - e. Psychology test.
 - f. Local transport.
 - g. Work Visa.
 - h. Work training.

- i. Certificate of Competence.
- j. Indonesian Placement Agency Fee.
- k. Airfare.
- l. Accommodation.

III. The Price Cap components in point I and II maximum RM15000, subject to be reviewed by the JWG quarterly or when the need arises.

IV. Any other components that may occurs due to Indonesian and/or Malaysian Government's regulations shall be borne by the Employer.

TERMS OF REFERENCE FOR THE JOINT WORKING GROUP FOR THE IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE GOVERNMENT OF MALAYSIA ON THE EMPLOYMENT AND PROTECTION OF INDONESIAN DOMESTIC WORKERS IN MALAYSIA

I. Introduction

In accordance with Article 15 of the Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of Malaysia on the Employment and Protection of Indonesia Domestic Migrant Workers in Malaysia signed at Jakarta, Republic of Indonesia on 1 April 2022 (hereinafter referred to as the MoU), the Government of the Republic of Indonesia and the Government of Malaysia 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 the Parties to provide solutions on matters concerning the employment and protection of the Indonesian Domestic Migrant Workers (hereinafter referred to as the IDMW) in Malaysia.

II. Objective

To ensure appropriate and effective implementation of the MoU.

III. Principles

1. The work of the JWG shall be conducted in the spirit of cooperation for the purpose of recognizing the interest of the Parties.
2. To promote the rights and the protection of both Employers and the IDMW in Malaysia, as agreed in the MoU and the Contract of Employment.

IV. Role and Functions

1. To monitor and evaluate the implementation of the MoU based on the agreed Key Performance Indicator.
2. To monitor the implementation regarding the recruitment, employment, and repatriation of the IDMW.
3. To monitor and obtain information with regard to employment issues faced by the IDMW and Employers.
4. To provide advisory services and technical assistance on the employment of IDMW.
5. To perform any other tasks as may be assigned to it by the Parties.
6. To propose any revision, modification, and amendment to the terms and conditions of the Contract of Employment and any items listed in the attached appendices to the MoU, provided that the revision, modification, and amendment made to any appendix to the MoU will only take into effect upon the agreement by the Parties through diplomatic channels.
7. To deliberate on issues consequential to the exercise of Article 17 of the MoU prior, during, and after the suspension of the MoU and to propose for the Parties to discuss on alternative solutions or remedial actions due to the suspension of the MoU.
8. To discuss and explore suitable solution for any matters related to IDMW in Malaysia among others the case of unprocedural and undocumented migrant workers.

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 the Parties.
2. The JWG shall comprise of appropriate government authorities, including the Malaysian Mission in Indonesia and Indonesian Mission 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 quarterly or when the need arises.
2. Regular meetings of the JWG shall be held alternately in Malaysia and Indonesia either physically or virtually.
3. As and when appropriate, the JWG may hold additional meetings at a venue to be agreed upon by the Parties.
4. When necessary, the JWG shall convene meetings as instructed by the 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

The terms of reference may be reviewed and amended by mutual consent by the JWG and subject to the endorsement by the Parties.

KEY PERFORMANCE INDICATOR

| No | Indicator | Method | Benchmarks |
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| 1 | The Employer's and IDMW's Satisfaction | <ol style="list-style-type: none"> 1. Questionnaire to Employer and IDMW. 2. Number of reported cases by the Employer. 3. Number of reported cases by the IDMW. 4. Number of resolved cases. 5. Assessment on the compliance of the Employer and the IDMW towards the Contract of Employment through inter alia direct interview. | Minimum of 70% satisfaction |
| 2 | The Performance of the IPA | <p>Assessment towards the IPA on:</p> <ul style="list-style-type: none"> • Compliance records of IPA as required in the Appendix of MoU on the Responsibilities of IPA. • Quantity of: <ol style="list-style-type: none"> i. IDMWs' placement in comparison with the Job Order; ii. case complaint; and iii. case settlement. | <ol style="list-style-type: none"> 1. 100% compliance towards the MoU and its Appendices 2. 95% of IDMW placed: <ol style="list-style-type: none"> a. Fulfilled the Job Order. b. Zero complaint or dispute. |

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| | | | c. Resolved dispute, if any. |
| 3 | The Performance of the MRA | <p>Assessment towards the MRA on:</p> <ul style="list-style-type: none"> • Compliance records of MRA as required in the Appendix of MoU on the Responsibilities of MRA. • Quantity of: <ul style="list-style-type: none"> i. case complaint; and ii. case settlement. • Level engagement with IDMW, Employer, IPA, Indonesian Mission and Malaysian Authorities. | <ol style="list-style-type: none"> 1. 100% compliance towards the MoU and its Appendices. 2. 95% of IDMW placed: <ol style="list-style-type: none"> a. Zero complaint or dispute. b. Resolved dispute, if any. 3. 95% active engagement. |
| 4 | One Channel System (OCS) for the placement of IDMW | <p>Questionnaire to MRA and IPA concerning:</p> <ul style="list-style-type: none"> • OCS as the only mechanism for the placement of IDMW in Malaysia. • Accessibility, simplification and reliability of the system. | <ol style="list-style-type: none"> 1. No other IDMW placement mechanism except OCS, e.g. Sistem Maid Online (SMO), Journey Performed Visa (JP Visa), MyTravel Pass. 2. Ease of use of the system. 3. Zero complaint. |

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| 5 | Law Enforcement | Assessment on cases and follow-up action: <ul style="list-style-type: none">• Response to the complaint.• The handling of cases. | <ol style="list-style-type: none">1. Immediate response without delay.2. No discriminatory treatment.3. Uphold enforcement. |
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