



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOVERNMENT OF THE REPUBLIC OF INDONESIA
REPRESENTED BY MINISTRY OF MANPOWER AND
TRANSMIGRATION
AND
GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN
REPRESENTED BY MINISTRY OF LABOUR
ON
THE PLACEMENT AND PROTECTION OF INDONESIAN
DOMESTIC WORKERS**

The Government of the REPUBLIC OF INDONESIA, hereinafter referred to as "INDONESIA", and the Government of the HASHEMITE KINGDOM OF JORDAN, hereinafter referred to as "JORDAN", and both parties hereinafter referred to as the "Parties";

Referring to the Memorandum of Understanding, hereinafter referred to as "MOU", between the "Parties" concerning Placement of Indonesian Manpower signed in Jakarta on 2 May 2001;

Desiring to enhance the friendly relations between the countries of the two parties through development on the cooperation in the field of Manpower;

Cherish the relations endorsed by the Bali Regional Ministerial Conference on people smuggling and trafficking in persons and related transnational crimes;

Realizing that the placement and protection of Indonesian Manpower requires the special arrangement agreed by the "Parties";

Pursuant to the prevailing laws and regulations in their respective countries;

HEREBY agree to the following articles of mutual understanding:

Article 1

1. The recruitment of Indonesian domestic workers hereinafter referred to as "IDW", in Jordan shall be regulated in accordance with the procedures, regulations, and guidelines agreed on by the two parties, and in accordance with the laws, regulations, and instructions governing the "IDW" in Jordan, and finally in accordance with agreements signed or will be signed later between the two parties.
2. Both Parties shall take necessary measures to ensure that the "IDW" recruited to work in Jordan shall be employed in Jordan and not to third country.
3. The Jordanian employment agencies, hereinafter referred to as "Jordanian Agencies" and the Indonesian employment agencies, hereinafter referred to as "Indonesian Agencies" shall ensure that the "IDW" have obtained a valid working visa to Jordan prior to departure from Indonesia.

Article 2

The "IDW" shall be recruited only through license. Indonesian Agencies and licensed Jordanian Agencies adopted by both Parties. No direct recruitment of the "IDW" is allowed.

Article 3

1. Both Parties shall provide each other through the Embassy of the Republic of Indonesia in Amman with a list of the authenticated Jordanian and Indonesian Agencies within two weeks as of the date of this "MOU". changes occurred on the aforementioned list should be passed to the parties no later than two weeks from the change occurrence.
2. The Jordanian Ministry of Labour, hereinafter referred to as "JMOL", and The Embassy of the Republic of Indonesia in Amman should quarterly provide each other with the number of the "IDW" who entered and left from Indonesia to Jordan vice versa; both parties should cooperate to fix the accurate figure thereof.
3. Ministry of Manpower and Transmigration of the Republic of Indonesia, hereinafter referred to as "IMMT", shall provide the "JMOL" through the Embassy of the Republic of Indonesia in Amman with a list of all the "IDW" who worked in Jordan during the last five years prior to the date of signing this "MOU" regardless their occupation. However, the "IMMT" shall keep providing the "JMOL" with a list of the "IDW" who work in Jordan annually.

Article 4

The Employer shall obtain the required working and residency permits at his/her own expenses for the "IDW", if the Employer fails to obtain the permits, he/she shall pay the penalties stated in the relevant legislations, unless the fines caused by the "IDW", as determined by the "JMOL".

Article 5

The "JMOL" shall take measures to enforce the Employer or the agency to complete procedures required for returning of the "IDW" or for their transferring to another Employer in case of mistreatment on the basis of judicial court decision and/or decision by the Joint Committee at the "JMOL".

Article 6

The Agencies of both Parties are obliged only to deploy the "IDW" within the legal age (23 - 40 years).

Article 7

The working contract shall be approved and stamped by the Embassy of the Republic of Indonesia in Amman.

Article 8

The Employer shall obtain and pay a life insurance policy for the benefit of the "IDW", the life insurance policy shall be valid for two years, issued at an accredited and registered insurance company.

Article 9

The Jordanian Agencies shall provide the Employers, in cooperation with the "JMOL", the instructive publications regarding the rights of the "IDW" and their culture to minimize the misunderstanding situations that might occur due to cultural differences.

Article 10

The Jordanian Agencies shall keep a register for all the "IDW" they have placed. The Embassy of the Republic of Indonesia in Amman may request the "JMOL" for a copy of the aforementioned register.

Article 11

The Embassy of the Republic of Indonesia in Amman has the right to call for any "IDW" through the "JMOL".

Article 12

The "IDW" shall not be transferred to work to another Employer during the contract period unless the "JMOL" approved otherwise by applying so on a special form. The "IDW" and the new Employer shall make a contract that guarantees their rights and commitments including the obligation of the new Employer to bear the return ticket of the "IDW". The "JMOL" shall forward monthly copies of the special form to the Embassy of the Republic of Indonesia in Amman.

Article 13

1. The Employer shall open a bank account in the name and for the "IDW". The Employer shall deposit the "IDW" monthly salary as of the date of commencing the work to that account within seven days of the due date. The Employer and the "IDW" shall keep a copy of the bank deposit receipt to prove the salary payment.
2. The Employer shall not employ the "IDW" in any work other than the one described in the working contract. The Employer shall provide the "IDW", and in a suitable way, with accommodation, meals, clothing, a weekly one day rest, and medical care. The Employer must not place any restrictions upon the "IDW" correspondence and religious practice. The working hours should not exceed the hours stated in the relevant legislations of Jordan.

Article 14

Both parties shall provide each other with a list of all the related financial cost that is collected by the Agencies of respective parties.

Article 15

Both Parties shall take necessary measures complied with the regulations and procedures, including legal enforcement, to prevent any placement of the "IDW" to Jordan through any channel other than procedures in accordance with the provisions of the "MOU". Both Parties shall ensure that the Agencies involved in such an illegal placement shall be brought into legal proceedings according to the laws and regulations of both Parties.

Article 16

1. The "IMMT" shall ensure that the "IDW" are trained, qualified, and officially certified by the "IMMT".
2. The "IDW" have to comply with the directives of the Employer and respect laws, regulations, customs, and traditions of the Hashemite Kingdom of Jordan.

Article 17

1. The "IMMT" shall enroll pre-departure training to ensure that the "IDW" would be adjusted with the language and cultural sensitivity with a view of reducing misunderstanding that might occur due to the cultural differences.
2. Upon the arrival of the "IDW" to Jordan, the Embassy of the Republic of Indonesia in Amman, in cooperation with the "JMOL", may enroll pre-deployment program in order to have the "IDW" familiarized with the laws, regulations, procedures, and the culture of the Hashemite Kingdom of Jordan.

Article 18

The Indonesian agency shall carry out a medical check up for the "IDW" at hospitals or medical centers nominated by the "IMMT" and authenticated by Jordanian Embassy in Jakarta. The medical report shall include related medical tests and shall be authorized and stamped by the Jordanian Embassy in Jakarta with a view of ensuring that the "IDW" are physically and mentally healthy and fully ready to carry out the duties as stated in the working contract.

Article 19

1. The "IMMT" shall oblige the Indonesian Agencies to substitute, on their own expenses, the "IDW" (not later than two months) if they are not qualified which is determined by the unavailability of their certificate of competence or if they refuse to work without any legal reason in accordance with the terms of this "MOU". The Indonesian Agencies shall compensate, through the relevant Jordanian Agencies, the Employer of any expenses arising from the failure of such substitution.
2. Within the first month of their arrival to the Hashemite Kingdom of Jordan and it is found that the "IDW" is not physically or mentally healthy fit, or suffering from a contagious disease, or pregnant, the Jordanian Agencies and Indonesia Agencies shall bear all cost and fees paid by the Employer including flight tickets. The "IDW" shall be substituted without any additional expenses born by the Employer.

Article 20

Both Parties shall take legal action including penalties and fines against its respective Agencies which violate the relevant laws, regulations, and instructions of both Parties and the provisions of this "MOU".

Article 21

The Embassy of the Republic of Indonesia in Amman shall inform the "JMOL" concerning the "IDW" who seek refuge in the Embassy of Indonesia in Amman after leaving the houses of their Employers. The "JMOL" shall in turn solve the problems and suspended cases of the "IDW" occurred between and among the Employers, the "IDW", and the Jordanian Agencies throughout the committee formed for that purpose in the "JMOL" in cooperation with the Embassy of Indonesia in Amman.

Article 22

The right to have judicial trial is secured for the relevant parties of the working contract for any compensation arising out from the violations of the relevant laws, regulations, and instructions of the Hashemite Kingdom of Jordan.

Article 23

1. The parties agree to establish a Joint Working Group comprising the relevant officials from the respective Governments to discuss any matter arising from the implementation of this "MOU".
2. The Joint Working group shall meet annually alternately in Indonesia and Jordan. The venue and date of the meeting will be mutually agreed by the Parties.

Article 24

This "MOU" can be revised or amended through a written request by either Party through diplomatic channels. Such amendment will be an integral part of this "MOU" and will be effective on the date as determined by the Parties.

Article 25

1. This "MOU" shall be effective as of the date of its signing.
2. This "MOU" shall be valid for five years and automatically renewed for similar period, unless either Party inform the other of its intention to terminate this "MOU", minimum six month prior to its termination.
3. The termination of this "MOU" shall not affect the validity of any ongoing activities under its provisions until the completion of such activities.

IN WITNESS WHEREOF, the undersigned, have signed this "MOU".

DONE in duplicate, at Bali, Indonesia, on the 27th of June, 2009, in Indonesian, Arabic and English languages, all texts being equally authentic.

For the Government of the
Republic of Indonesia



Dr. Erman Suparno

Minister of Manpower and
Transmigration

For the Government of the
Hashemite Kingdom of
Jordan



Dr. Gazi Shbaikat

Minister of Labour