AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND
THE GOVERNMENT OF THE STATE OF QATAR
CONCERNING
THE REGULATION OF INDONESIAN MANPOWER EMPLOYMENT
IN THE STATE OF QATAR

The Government of the Republic of Indonesia and the Government of the State of Qatar hereinafter referred to as “the Parties”;

Desirous of strengthening the ties of friendship between them;

Seeking to regulate the employment of Indonesian manpower in the State of Qatar;

Have agreed as follows:

Article (1)

The Ministry of Manpower and Transmigration of the Republic of Indonesia and the Ministry of Labour and Social Affairs in the State of Qatar shall lay down the necessary rules and regulations for the implementation of the provisions of this Agreement.

Article (2)

Recruitment of manpower from the Republic of Indonesia, its entry and employment in the State of Qatar shall be regulated in accordance with relevant laws and procedures applied in the two countries.

Article (3)

1. The Ministry of Labour and Social Affairs in the State of Qatar shall present to the Ministry of Manpower and Transmigration of the Republic of Indonesia the recruitment applications from employers in the State of Qatar for the employment of the Indonesian manpower. The Ministry of Manpower and Transmigration of the Republic of Indonesia shall endeavor to meet such applications within means and resources available to it.

2. If an employer in the State of Qatar wishes to recruit and employ Indonesian manpower with special qualifications, he shall specify such qualifications in his application to the Ministry of Labour and Social Affairs in the State of Qatar.

3. The Qatari employer, either himself, or by authorizing a representative from among his staff or through a recruitment office authorized by the Ministry of Labour and social affairs, is permitted to follow up and complete all the procedures required by the laws and regulations of the
Parties for the selection of workers and their travel from the Republic of Indonesia to the State of Qatar.

Article (4)

Recruitment applications shall state the required qualifications, experience and specialization of the workers, the probable duration of contract, the detailed conditions of employment, especially the wages, and end of service gratuity, and facilities regarding transport and accommodation as well as all basic information that may enable the workers to decide on signing the employment contract.

Article (5)

The Ministry of Manpower and Transmigration of the Republic of Indonesia shall take the necessary measures to facilitate the medical examination procedures, obtaining passports and permission to travel for the workers desiring to work in the State of Qatar as well as provide such workers with information on working conditions, expenses, and living standards in Qatar.

Article (6)

The Government of the State of Qatar may take procedures to repatriate any number of Indonesian workers on the expiry of their contracts of employment. It may also take the same procedures before the expiry of the duration of the contracts when the needs for employment comes to an end, provided that in this later case the wages of the workers and other rights accruing to them under the contracts of employment concluded with them or under the Law of Labour of the State of Qatar be paid to them.

Article (7)

The Government of the State of Qatar may take procedures to repatriate any number of Indonesian workers if their presence in the State of Qatar becomes contrary to public interest or the national security of the State. This shall be without prejudice to the right accruing to the workers under the contracts of employment and the Law of Labour of the State of Qatar.

Article (8)

1. The employer shall bear all travel expenses of workers from the Republic of Indonesia to the work site in the State of Qatar when they first join work and shall also bear their travel expenses from the State of Qatar at the end of their employment. The employer shall also bear their two way travel expenses during the leave period under the work contract. Such expenses shall not cover the cost of passport issuance.

2. Subject to the provisions of the Law of Labour of the State of Qatar, the employer shall not pay the expenses of the worker for returning home in the following two cases:
   a. If the worker resigns before the end of the employment contract
b. If the worker commits a fault that necessitates his dismissal from work without warning and without payment of the end of service gratuity in accordance with the Law of Labour of the State of Qatar.

Article (9)

1. The conditions and terms of employing of Indonesian workers in the State of Qatar shall be defined by an individual work contract concluded between the worker and the employer in accordance with the model contract attached to this Agreement. The contract shall contain the basic conditions of work relating to duties and rights of the employer and the worker that are consistent with the provisions of this Agreement and the Law of Labour of the State of Qatar.

2. The contract shall be written in Arabic and Indonesian in four original copies, one of which is to be kept by the employer, the second by the worker, the third one to be deposited with the Ministry of Labour and Social Affairs of the State of Qatar and the fourth with the Indonesian Embassy in the State of Qatar.

Article (10)

The individual employment contract shall include the details of the employer's obligations concerning the worker's accommodation and its type, or the payment of an accommodation allowance and his medical treatment.

Article (11)

The Arabic text of the employment contract is the one recognized by the Ministry of Labour and Social Affairs and the competent authorities in the State of Qatar. The employer may not introduce any changes in the provisions of the employment contract unless that shall be more beneficial to the worker and upon the approval of the Ministry of Labour and Social Affairs.

Article (12)

The employment contracts shall be ratified by the Ministry of Labour and Social Affairs and the Indonesian Embassy in the State of Qatar in case the contracts are concluded in Doha. Contracts concluded in the Republic of Indonesia are ratified by the Ministry of Manpower and Transmigration of the Republic of Indonesia and the Embassy of the State of Qatar in the Republic of Indonesia.

Article (13)

1. The competent authority of the Ministry of Labour and Social Affairs in the State of Qatar shall monitor the implementation of the provisions of this Agreement.

2. In case of a dispute between the employer and the worker arising from the employment contract, the complaint shall be lodged with the Ministry of Labour and Social Affairs of the State of Qatar for amicable settlement. If an amicable settlement is not reached, the dispute shall be referred to the competent judicial authorities in the State of Qatar.
Article (14)

The worker is permitted to transfer to the Republic of Indonesia savings from his wages in accordance with the financial regulations followed in the State of Qatar.

Article (15)

The Parties shall hereby establish a joint committee composed of not more than five members from each side to perform the following functions:

1. To coordinate between the two governments to implement this Agreement and take the necessary measures in this regard;

2. To interpret the provisions in this Agreement in case of a dispute related to it and settle any difficulties arising in its implementation;

3. To review job opportunities available in the State of Qatar. Including general information on development plans in the State of Qatar, the potential work opportunities under these plans, the types and classes of labour and needed skills and the willingness of the citizens of the Republic of Indonesia to make use of them;

4. To propose review or modification of all or some of the provisions of this Agreement if necessary;

5. To notify and update each other on the relevant laws and procedures applied pursuant to the present Agreement;

6. To discuss by agreement of the Committee any other related matters to the present Agreement.

The committee shall meet alternately once a year in the two countries. It can also meet when necessary.

Article (16)

Amendments of this Agreement shall be made by consent of the two Parties and shall enter into force in accordance with the same legal procedure applicable to the entry into force of this Agreement provided for in Article (17) below.

Article (17)

This Agreement shall enter into force on the date of receipt of the last notification from either Party to the other, through diplomatic channels, regarding the completion of their internal procedures for the entry into force of this Agreement.

It shall remain in force for three years, renewable for a similar period, unless either Party requests its termination by written notice six month before its expiry.

[Signatures]
In witness thereof, the undersigned below, duly authorized by their respective Governments, have signed this Agreement.

Done at Doha on 12 Muharram 1429 A.H. corresponding to 20 January 2008 A.D. in Indonesian, Arabic, and English, all texts are equally authentic. In case of any difference the English text shall prevail.

For the Government of the State of Qatar

Dr. Sultan bin Hassan Al-Dhah Al-Dosari
Minister of Labour and Social Affairs

For the Government of the Republic of Indonesia

Erman Suparno
Minister of Manpower and Transmigration
MODEL EMPLOYMENT CONTRACT

On
..............................................................................................................
..................the.........................................................................

............
Between:

1. Mr.
..................................................................................capacity..........................................................
Address.............................................................................................................First Party

2. Mr. ..........................................................................
   Holder of Passport No. ....................................................
   Personal/family identity card No. ....................................
   Living in .................................................................
   Address..............................................................................Second Party

The Two parties agreed on the following:

1. The Second party agreed to work for the First Party in the occupation of ...............
in the state of Qatar with a monthly salary of .................

2. Duration of Contracts:
   a) The duration of this contract is one/two years commencing on the date of starting
duty in Qatar.

   The contract expires at its expiry date without further notification. However, if the
   First Party wishes to continue contracting, he should notify the Second Party in
   writing about his desire for renewal (30) thirty days at least before the expiry date of
   the contract period.

   b) The Contract may not be terminated before the date of its expiry without the consent
   of the two parties, and the Second Party will have to pay before he finally leaves the
   work all his debts payable to the First Party.

3. Travel Expenses:
   a) The First Party shall bear the travel expenses of the Second Party from Indonesia to
   the work place in the State of Qatar, as well as the costs of the return passage. The
   First Party shall also bear the round-trip travel costs of the Second Party on leave
   periods as provided for the employment contract. These expenses shall not cover
   costs of acquiring a passport or payments against any guarantees.

   b) The First Party shall be exempted from payment of return expenses of the worker in
   the following two cases:
      1. In case of resignation before the expiry date of the contract
      2. In the event he commits a fault resulting in his dismissal without notice and
         without a service gratuity in accordance with the provisions of the Labour Law of
         the State of Qatar.
4. **Loans:**
   a) The First Party shall pay to the person of the Second Party, if he desires, an advance of ................. in ................. currency (about the salary of one month) before his traveling from ................. to the state of Qatar and to be deducted from the dues of the Second Party by monthly installments to the amount of 10% (Ten Percent) of the basic salary.
   b) The deduction of installments shall take effect from the salary of the month following the start of the work of the Second Party.
   c) The preceding two terms are applicable to loans paid to the Second Party in Qatar currency.

5. **Salary and Gratuity**
   a) **For daily and Monthly workers:** the basic pay is QR........................................ per month / day against the basic hours of work (48 hours per week) and the Second Party shall be entitled a paid weekly rest day one day every week. He shall also receive cash payments against overtime worked in accordance with the provisions of the Labour Law of the State of Qatar.
   b) **For workers of production or piece work or task work:** The basic pay is QR............. against a daily performance rate according to the trade or occupation as follows:

   Additional pay shall be paid against the volume of work accomplished by the Second Party shall be QR........................................
   An additional wage shall be paid for the volume of work carried out by the Second Party in excess of the above daily performance average as follows:

   In case there is no production work, the Second Party’s wage shall be the basic pay.
   c) The First Party hereby undertakes to enter the overtime as provided for in para (a) or the quantity of work completed per day according to para (b) in a special card to be delivered at the end of the working day to the First Party for registration.
   d) **End of Service Gratuity......................................................**

6. **Accommodation and Daily Living:**
   a) The First Party undertakes to provide a free bachelor accommodation for the use of the Second Party to be equipped with beds and suitable bathrooms in accordance with the appropriate sanitary and health conditions.
   b) The First Party undertakes to supply the Second Party with cold fresh drinking water.

7. **Medical and Social Care:**
   The First Party shall provide the Second Party with the required medical care in accordance with the rules and regulations in force in the country of employment, in the State of Qatar.
   The First Party undertakes that the Second Party will receive his payable indemnity for labour injuries, disability or death during work or arising there from according to the Labour Law of the State of Qatar.
8. Leaves:
   a) The Second Party is entitled for a normal yearly paid leave not less than three weeks.
   b) The Second Party shall receive full pay during the following official holidays:
      • Eid Al-Fitr (Three days)
      • Eid Al-Adha (Three days)
      • National Day (One day)
      The Second Party is entitled for three working days leave with full pay during the year. These days are decided by the Employer.
   c) The Second Party is entitled for sick leave with pay after three months of continuous service with the First Party in accordance with the Labour Law of the State of Qatar.

9. General Provisions:
   a) The Second Party undertakes to perform his duties in accordance with the average rates of daily performance known in his occupation. In the event the Second Party failed to do so, he shall be subject to the table of penalties in this respect.
   b) The Second Party is not permitted, during the contract period, to work for others, and the First Party shall not have the rights to engage the Second Party in any work with another employer unless in cases permissible by the Labour Law of the State of Qatar.
   c) The Second Party shall undertake to refrain from interfering or involve himself in any political or religious affairs and he should observe and respect the local customs and traditions.
   d) This contract is governed by the Labour Law of the State of Qatar and its executive decisions, which constitute the legal basis of this contract and shall be resorted to in the event of any dispute arising between the two parties unless the conditions of the contract include more favourable advantages to the Second Party.
   e) This contract shall come into force after ratification of competent authorities in the two countries.

10. This contract is made in Arabic, Indonesian, and English versions and issued in four original copies, one copy shall be kept by the employer and one copy shall be given to the worker, the third copy shall be filed with the Ministry of Labour and Social Affairs of the State of Qatar and the fourth copy with the Indonesian Embassy in Qatar. The Arabic version of the contract shall be the version recognized by the Ministry of Labour and Social Affairs of the State of Qatar and the Courts in the State of Qatar.

First Party – Employer

Authentication Ministry ..................

or

Authentication Embassy of the State of Qatar
in Indonesia

Second Party – Worker

Authentication Ministry of Labour and Social Affairs of the

Authentication Embassy of the Republic of