

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA  
AND  
THE GOVERNMENT OF THE UNITED ARAB EMIRATES  
IN THE FIELD OF MANPOWER**

The Government of the Republic of Indonesia and the Government of the United Arab Emirates, hereinafter referred to as the "**Parties**";

**Bearing in mind** the friendly and cooperative relations between two countries and their people;

**Desiring** to enhance the exciting friendly relations between two countries through developing the cooperation in the field of manpower based on the principles of mutual benefits;

**Recognizing** the benefits to be derived by both countries from close cooperation in the field of manpower;

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

**Have agreed** as follows:

**ARTICLE 1**

For the purpose of this Memorandum of Understanding ( MOU):

1. "Workers" means all temporary contractual Indonesian expatriate workers employed in the UAE for a certain period of time, after which the workers shall leave the UAE, to their country origin or elsewhere.
2. "Placement of Manpower" means the activities which are conducted in the framework of employment services to meet the demand and the supply of workers based on working contract.
3. "Employer" means any individual granted approval by the relevant authorities in UAE to employ manpower from the Republic of Indonesia.
4. "Labor contract" means the contract which is conducted between workers and employers, including rights and obligations, signed by the respective parties and approved by the authorities concerned of both Parties.
5. "Recruitment agencies" means a recruitment agency approved by the respective government for the purpose of recruiting Indonesian workers.
6. "Job order" means document of demand evidence in writing concerning workers needs and working conditions which desired from the users and known to the relevant authorities concerned of both Parties.

**ARTICLE 2**

The Ministry of Labor in the UAE and the Ministry of Manpower and Transmigration of the Republic of Indonesia shall implement the provisions of this MOU.

### **ARTICLE 3**

The Parties agree that the recruitment of Indonesian workers for employment in UAE shall be conducted in accordance with this MOU.

### **ARTICLE 4**

Recruitment of manpower in Indonesia and its workers' entry into the UAE shall be regulated in accordance with relevant laws, rules and procedures of the two countries. It shall be carried out or through the recruitment agencies licensed for this purpose.

### **ARTICLE 5**

Placement of manpower in this MOU is subject to perform work for the employer and shall be given protection pursuant to the labor law and regulation in force in the UAE.

### **ARTICLE 6**

The recruitment of Indonesian workers shall be in accordance with job order. The job order shall state the required specifications and qualifications for jobs and types of jobs needed. It shall include the condition of employment especially the salary, accommodation, transportation and other relevant terms.

### **ARTICLE 7**

- (1) The term and condition of employment in the UAE shall be defined in Labour Contract between the worker and the employer. This contract shall clearly state the rights and obligations of the two sides, such as salary, accommodation, transportation and other relevant terms, and shall be in line with the labor law and regulation of UAE.
- (2) The Labor Contact shall be made in Indonesian, Arabic, and English languages, all versions are being equally authentic and shall be authenticated by the Ministry of Labor of the UAE.

### **ARTICLE 8**

Workers shall have the right, in accordance with the financial regulations in the UAE, to remit all their savings to their country of origin or elsewhere.

### **ARTICLE 9**

- (1) In case of a dispute between the employer and the worker, complaint shall be presented to the competent department in the Ministry of Labor to endeavor for an amicable settlement. If no amicable settlement is reached, the complaint shall be referred to the competent judicial authorities.
- (2) The Arabic and English versions of the Labor Contract shall be the only authentic version recognized by the Ministry of Labor and law courts in the UAE. In case of any disputes arising in relation to the provisions of labor contract between the employer and the worker, the Arabic Version shall prevail when a dispute is referred to the authorities concerned in the UAE.

#### ARTICLE 10

The respective Parties shall take appropriate action against employers or the recruitment agencies or the workers that contravene the provisions of this MOU.

#### ARTICLE 11

The Parties shall facilitate the repatriation of the workers upon the termination of their employment contract.

#### ARTICLE 12

- (1) The two parties shall establish a joint committee to review and take care of the follow up of the implementation of this MOU.
- (2) The committee shall set down the procedure, plans and recommend programs of cooperation towards achieving its aims through the competent official agencies.
- (3) The committee shall be composed of at least three members of each party, and shall meet annually or when it is deemed necessary, alternately in the UAE or Indonesia. Otherwise, in certain circumstances where the meeting could not be held, documents shall be exchanged in lieu of such meeting.

#### ARTICLE 13

The parties agree that recruitment and placement of Indonesian domestic workers to the UAE , is governed by separate and special arrangements outside the mandate of the Ministry of labor and under the mandate of the concerned department of the Ministry of Interior.

#### ARTICLE 14

Any disputes or differences arising out of the interpretation or implementation of this MOU shall be settled amicably through consultations and/or negotiations through diplomatic channels between the Parties.

#### ARTICLE 15

Either Party may request in writing an amendment or modification of all or part of this MOU. Any amendment or modification which has been agreed to by both Parties shall be considered as an integral part of this MOU and shall come into effect on such date as determined by both Parties.

#### ARTICLE 16

- (1) This MOU shall enter in to force on the date of its signing.
- (2) This MOU shall be in force for a period of four years and shall be automatically extended for four years consecutively unless it is denounced in writing by either party giving three months notice in advance.
- (3) The termination of this MOU shall not affect the validity and duration of any arrangement made under this MOU until the completion of such arrangement, unless decided otherwise by the Parties.

**In witness whereof** the undersigned, being duly authorized thereto by their respective Government, have signed this MOU.

Done in duplicated at Jakarta on the eighteenth day of December in the year two thousand and seven, in Indonesian, Arabic and English Languages, all texts are being equally authentic. In case of any divergence of interpretation of this MOU, the English text shall prevail.

FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDONESIA



ERMAN SUPARNO  
MINISTER OF MANPOWER  
AND TRANSMIGRATION

FOR THE GOVERNMENT OF  
THE UNITED ARAB EMIRATES



DR. ALI BIN ABDULLA AL-KAABI  
MINISTER OF LABOUR

