

FINAL

**OIC STANDARD BILATERAL AGREEMENT
ON EXCHANGE OF MANPOWER**

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The Government of _____ and the Government of _____,
hereinafter referred to as the “Parties”;

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

Desirous of enhancing existing friendly relations between the two countries by way of developing their cooperation in the field of manpower based on mutual benefit;

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 the present Agreement, the terms below shall be understood as follows:

- (1) “Worker” means a temporary contractual worker employed in any of the countries of the Parties for a certain period of time, after which the worker shall leave the host country, unless he has another job, to his country of origin or elsewhere.
- (2) "Party": every natural or moral person, be it public or private, who has a work relation with another party.

- (3) "Placement of worker" means in the framework of the demand and the supply of workers based on the working contract agreed on by both parties.
- (4) "Employer" means any government institution or private entity granted approval by the relevant authorities in the receiving country to employ manpower from the sending country.
- (5) "Labor contract" means the agreement concluded between an employer and a worker which includes rights and obligations, and which is signed by both parties and approved by the relevant authorities of both parties, before the employee joins the country of employment.
- (6) "Recruitment agencies" means a recruitment service or the relevant governmental body approved by the respective governments of both parties for the purpose of recruiting workers.
- (7) "Job order" means document on the needs for workers and the terms and working conditions known to the relevant authorities of both Parties.
- (8) "Governmental parties": ministries of labor or any other public structure.

Article 2

The Ministries of Labor of the Parties (or such other designated body) shall implement the provisions of this Agreement, taking into consideration previous agreements.

Article 3

The Parties agree that the recruitment of workers for employment in their countries shall be conducted in accordance with this Agreement, taking into consideration previous agreements.

Article 4

Recruitment of workers, as indicated in Article 3 above, shall be regulated both in accordance with relevant laws, rules and procedures of the two countries, and by international labor standards of non-discrimination and prohibition of slavery. It shall be carried out by the relevant government institution or through the private recruitment agencies licensed for this purpose.

Article 5

Placement of workers in this Agreement is subject to performing an agreed work for the employer and shall be given protection pursuant to the labor law and regulation in force in the receiving country.

Article 6

The recruitment of workers shall be in accordance with job order. The job order shall contain the required specifications and qualifications for the jobs needed. It shall include the terms and conditions of employment, especially the salary, accommodation, transportation, social protection and other relevant terms.

Article 7

- (1) The terms and conditions of employment in the receiving country shall be defined in the Labour Contract between the worker and the employer. The 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 the receiving country.
- (2) The Labour Contract shall be made in the agreed language(s), where the language is more than one, all versions shall be equally valid and authentic for all legal purposes and shall be duly authenticated by the relevant authority in the receiving country.

Article 8

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

Article 9

In case of a dispute between the employer and the worker, complaint shall be presented to the competent department in the relevant authority of the receiving country to deal with the latter in accordance with its national legislation.

Article 10

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

Article 11

The two Parties shall facilitate the repatriation of the workers upon the termination of their employment contract, and the employer shall bear the cost of their repatriation, unless a new employment contract is concluded by virtue of the provisions of national legislation.

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 Agreement. The committee shall be composed, at least, of three members of each party, and shall meet annually or when it is deemed necessary. Otherwise, in certain circumstances where the meeting cannot be held, documents shall be exchanged in lieu of such meeting.
- (2) The committee shall identify sectors to which the provisions of this Agreement will be applied.
- (3) The committee shall set down the procedures, plans and recommended programs of cooperation, towards achieving its aims through the competent official agencies.
- (4) The two parties shall also endeavor to share information, studies and statistics regarding manpower in each party.

Article 13

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

Article 14

Either Party may request in writing an amendment, a modification or a supplemental agreement, which shall be considered as an integral part of this Agreement and shall come into effect on the date determined by both Parties.

Article 15

- (1) This Agreement shall enter into force on the date of its signing.
- (2) This Agreement shall continue to be in force unless it is denounced in writing by either party giving three (3) months' notice in advance.
- (3) The termination of this Agreement shall not affect the validity and duration of any arrangement made under this Agreement until the completion of such arrangement, or unless otherwise by the two Parties.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done at _____ on _____ in duplicate in _____ and _____ languages, all texts being equally authentic.

For the Government of _____ For the Government of _____