

REGULATION OF THE INDONESIAN MIGRANT WORKERS PROTECTION
BOARD OF THE REPUBLIC OF INDONESIA
NUMBER 01 OF 2020
ON
STANDARD, SIGNING, AND VERIFICATION OF INDONESIAN MIGRANT
WORKERS' EMPLOYMENT CONTRACT

BY THE BLESSING OF ALMIGHTY GOD

HEAD OF INDONESIAN MIGRANT WORKERS PROTECTION BOARD OF THE
REPUBLIC OF INDONESIA,

Considering: that in order to implement the provisions of Article 15 section (3) of Law Number 18 of 2017 on the Protection of Indonesian Migrant Workers, it is necessary to issue a Regulation of the Indonesian Migrant Workers Protection Board on Standard, Signing, and Verification of Indonesian Migrant Workers' Employment Contract;

Observing:

1. Law Number 18 of 2017 on Protection of Indonesian Migrant Workers (State Gazette of the Republic of Indonesia of 2017 Number 242, Supplement to the State Gazette of the Republic of Indonesia Number 6141);
2. Presidential Regulation Number 90 of 2019 on Indonesian Migrant Workers Protection Board (State Gazette of the Republic of Indonesia of 2019 Number 263);

HAS DECIDED:

To issue : REGULATION OF THE INDONESIAN MIGRANT WORKERS PROTECTION BOARD ON STANDARD, SIGNING, AND VERIFICATION OF INDONESIAN MIGRANT WORKERS' EMPLOYMENT CONTRACT.

CHAPTER I
GENERAL PROVISIONS

Article 1

In this Board Regulation:

1. Employment Contract means the written agreement between Indonesian Migrant Worker and Employer that contains terms of employment, rights, and obligations of each party, as well as security and safety assurance during working in accordance with the legislation.
2. Prospective Indonesian Migrant Worker means any Indonesian worker who fulfills the criteria as a job seeker who will work abroad and is registered in regency/municipal government institution responsible for manpower affairs.
3. Indonesian Migrant Worker means any Indonesian citizen who will work, currently works, or has done a work for wage outside the territory of the Republic of Indonesia.
4. Indonesian Migrant Workers Placement Agency, (*Perusahaan Penempatan Pekerja Migran Indonesia*) hereinafter referred to as P3MI means a business entity that is legally incorporated as a limited liability company that has obtained a written permit from the minister in charge of governmental affairs in manpower sector to operate the placement service of Indonesian Migrant Workers.
5. Employer means a government institution, a government legal entity, a private legal entity, and/or individual in

the destination country that employs Indonesian Migrant Worker.

6. Pre-Departure Orientation (*Orientasi Pra Pemberangkatan*), hereinafter referred to as OPP, means the activity of debriefing and disseminating information to Prospective Indonesian Migrant Workers who will go to work abroad so that Indonesian Migrant Workers will have mental and knowledge readiness to work abroad, understand their rights and obligations and be able to overcome problems that will possibly be faced.
7. Employment Relation means a relationship between an Employer and Indonesian Migrant Worker based on a Employment Contract, which contains the elements of job, wages and work order.
8. Social Security means one of the social protection forms to ensure that all citizens can fulfill their basic needs appropriately.
9. Authorized Official means labour attache, appointed foreign affairs official, or local worker who has competency and has been assigned.
10. Indonesian Migrant Workers Protection Board, (*Badan Pelindungan Pekerja Migran Indonesia*), hereinafter referred to as BP2MI means a non-ministerial government institution that has the duty of implementing policies in the service and protection of Indonesian Migrant Workers in an integrated manner.
11. Indonesian Citizen Protection Portal (*Portal Peduli Warga Negara Indonesia*), hereinafter referred to as Portal Peduli WNI, means an information and communication technology system that aims to facilitate all services and protections for Indonesian citizens abroad carried out by Authorized Official abroad.
12. Computerized System for the Protection of Indonesian Migrant Workers (*Sistem Komputerisasi Pelindungan Pekerja Migran Indonesia*), hereinafter referred to as SiskoP2MI, means an administrative

service system for the placement of Indonesian Migrant Workers.

13. Integrated Employment Information System (*Sistem Informasi Ketenagakerjaan Terpadu*), hereinafter referred to as Sisnaker, means a unit component consisting of institutions, human resources, hardware, software, and substances related to each other in an integrated work mechanism for data and information management in the field of labor.

CHAPTER II

STANDARD OF EMPLOYMENT CONTRACT

Article 2

- (1) Indonesian Migrant Workers who work for any Employer are obligated to have Employment Contract.
- (2) Employment Contract as referred to in section (1) at least consists of:
 - a. name, profile, and complete address of Employer;
 - b. name, identity number, and complete address of Indonesian Migrant Worker;
 - c. position or type of job and job description of Indonesian Migrant Worker;
 - d. rights and obligations of the parties;
 - e. work conditions and terms of employment that cover:
 1. work hours, break time, and rights to take leaves;
 2. wages/salaries, procedure of payment, overtime pay, and bonuses;
 3. facilities, housing, transportation, and food; and
 4. Social Security and/or insurance;
 - f. period and effectiveness of the Employment Contract;
 - g. Employment Contract extension procedure;
 - h. termination of employment relation procedure;

- i. termination of Employment Contract;
- j. dispute settlement procedure;
- k. repatriation procedure; and
- l. security and safety assurance for Indonesian Migrant Worker during work.

Article 3

- (1) The Employment Contract between the Employer and Indonesian Migrant Workers as referred to in Article 2 is prepared in accordance with the standards as stated in the Annex as an integral part of this Board Regulation.
- (2) Standard of Employment Contract is prepared by taking into account the written agreement between the government of the destination country and the government.
- (3) Standard of Employment Contract as referred to in section (1) and section (2) must be in accordance with the Employment Contract template verified by the Authorized Official during the submission of a letter of demand for Indonesian Migrant Workers from business partners and/or Employers.

CHAPTER III

SIGNING AND VERIFICATION OF EMPLOYMENT CONTRACTS

Article 4

- (1) The Employment Contract signed by the Employer must be verified and legalized by an Authorized Official through an integrated system among Portal Peduli WNI, Sisko P2MI, and Sisnaker.
- (2) Approved and legalized Employment Contracts as referred to in section (1) signed by Prospective Indonesian Migrant Workers during OPP.
- (3) Provisions regarding verification and legalization as referred to in section (1) are exempted for the placement

of individual Indonesian Migrant Workers and the placement of Indonesian Migrant Workers for the benefit of their own company.

- (4) In the event that a Prospective Indonesian Migrant Workers will work again in the same destination country with the same position before a maximum period of 2 (two) years after returning and has an OPP certificate, the signing of the Employment Contract is carried out at the time of biometric fingerprint data collection.

Article 5

- (1) The Employment Contract is made in 3 (three) original copies, each for Indonesian Migrant Workers, Employers, and Authorized Officials.
- (2) The Employment Contract is made in Indonesian and English and/or in a language that the Employer can understand.

CHAPTER IV

AMENDMENT AND TERMINATION OF EMPLOYMENT CONTRACTS

Article 6

- (1) Amendment to the contents of the Employment Contract must be stated in a new Employment Contract agreed by the parties before the Authorized Official.
- (2) The new Employment Contract as referred to in section (1) is reported by Indonesian Migrant Workers, Employers, and/or business partners to Authorized Officials through an integrated system among Portal Peduli WNI, Sisko P2MI, and Sisnaker.

CHAPTER V
PERIOD AND EXTENSION OF EMPLOYMENT CONTRACTS

Article 7

- (1) The Employment Contract is made for a certain period of time and can be extended based on the agreement of the parties in accordance with the manpower regulations in the destination country.
- (2) Employment Contract can be extended in the destination country without Indonesian Migrant Workers returning to Indonesia.
- (3) Extension of the Employment Contract can be carried out by the Indonesian Migrant Worker or through P3MI.
- (4) In the event that an extension of the Employment Contract is carried out by the Indonesian Migrant Worker concerned, the manpower risk of Indonesian Migrant Workers during the extension period of the Employment Contract is the responsibility of the Indonesian Migrant Worker concerned.
- (5) The extension of the Employment Contract is required to be reported to the Authorized Official in the destination country through an integrated system among Portal Peduli WNI, Sisko P2MI, and Sisnaker.

Article 8

- (1) The extension of the Employment Contract that has been signed by the Employer and Indonesian Migrant Workers must obtain legalization from the Authorized Official through an integrated system among Portal Peduli WNI, Sisko P2MI, and Sisnaker.
- (2) The legalization of the extension of the Employment Contract as referred to in section (1) is given by the Authorized Official through an integrated system among Portal Peduli WNI, Sisko P2MI, and Sisnaker after verification.

Article 9

The extension of the Employment Contract as referred to in Article 8 must meet the following requirements:

- a. carried out at the same Employer;
- b. the contents of the Employment Contract must be better or the same as the previous Employment Contract;
- c. must obtain approval from husband, wife, parents, or guardian; and
- d. must extend social security, labor social security, and/or insurance in accordance with the extension period of the Employment Contract.

CHAPTER VI

TRANSITIONAL PROVISIONS

Article 10

At the time this Board Regulation comes into force, the Employment Contract for Indonesian Migrant Workers placed by BP2MI remains to be implemented in accordance with the bilateral agreement between the government and the government of the country of destination country until there is a new bilateral agreement which refers to this Board Regulation.

CHAPTER VII

CLOSING PROVISIONS

Article 11

This Board Regulation comes into force on the date of its promulgation.

In order that every person may know hereof, it is ordered to promulgate this Board Regulation by its placement in the State Bulletin of the Republic of Indonesia.

Issued in Jakarta
on 23 April 2020

HEAD OF THE INDONESIAN MIGRANT
WORKERS PROTECTION BOARD
OF THE REPUBLIC OF INDONESIA,

signed

BENNY RHAMDANI

Promulgated in Jakarta
on 28 April 2020

DIRECTOR GENERAL OF LEGISLATION
OF MINISTRY OF LAW AND HUMAN RIGHTS
OF THE REPUBLIC OF INDONESIA,

signed

WIDODO EKATJAHJANA

STATE BULLETIN OF THE REPUBLIC OF INDONESIA OF 2020 NUMBER 424

Jakarta, 27 April 2021

Has been translated as an Official Translation
on behalf of Minister of Law and Human Rights
of the Republic of Indonesia

DIRECTOR GENERAL OF LEGISLATION,



WIDODO EKATJAHJANA

ANNEX TO
REGULATION OF THE INDONESIAN
MIGRANT WORKERS PROTECTION
BOARD
NUMBER 01 OF 2020
ON STANDARD, SIGNING, AND
VERIFICATION OF INDONESIAN
MIGRANT WORKERS' EMPLOYMENT
CONTRACT

I. STANDARD OF EMPLOYMENT CONTRACT FOR INDONESIAN MIGRANT
WORKERS WHO WORK FOR INDIVIDUAL EMPLOYERS

On this day date month year the undersigned below:

(1) Employer

Name :
Address :
Phone number :
Cellular number :
ID number :

(2) Indonesian Migrant Worker

Name :
Place, date of birth :
sex :
complete address :
Passport number :
Husband/wife/parents/guardians name :
Husband/wife/parents/guardians address :
Husband/wife/parents/guardians phone number :

Employer and Indonesian Migrant Worker agree to enter an Employment Contract with the following conditions:

- 1. Job Description
 - a. Employer will employ Indonesian Migrant Worker as with the job description stated below:
 - 1);
 - 2); and
 - 3)
 - b. Indonesian Migrant Workers only carry out their duties in accordance with the job description above, and are not allowed to carry out other tasks apart from the aforementioned work..
 - c. Employers are prohibited from employing Indonesian Migrant Workers on other parties.
- 2. Rights and Obligations
 - a. Right of Employer
 - get good results from Indonesian Migrant Worker's work
 - b. rights of Indonesian Migrant Workers
 - 1) hold the passport and Employment Contract;
 - 2) get well and humane treatment;
 - 3) unite and assemble in accordance with the provisions of legislation in the placement country;
 - 4) get the opportunity to carry out worship in accordance with their religion/belief.
 - c. Obligations of Employer
 - 1) provide opportunities for Indonesian Migrant Worker to communicate with their families in Indonesia, and with Authorized Officials;

- 2) provide good and humane treatment to Indonesian Migrant Workers;
 - 3) provide opportunities for Indonesian Migrant Workers to associate and assemble in accordance with the provisions of legislation in the placement country;
 - 4) provide opportunities for Indonesian Migrant Workers to carry out worship in accordance with their religion/belief;
 - 5) facilitate the opening of accounts for Indonesian Migrant Workers who do not yet have an account for payment of salaries.
- d. Indonesian Migrant Workers have obligations to:
- 1) carry out their works in accordance with the position and job description and comply with the contents of the Employment Contract;
 - 2) respect the customs, culture and customs prevailing in the destination country;
 - 3) comply with the legislation in the destination country.
3. Hours of Work and Rest Time
- a. Employers employ Indonesian Migrant Workers by providing a rest period of at least 9 (nine) hours per day continuously. If the Indonesian Migrant Worker gets a rest period of less than 9 (nine) hours per day and the Indonesian Migrant Worker agrees, the Employer is obligated to pay overtime in the amount of/hour in accordance with the provisions of the prevailing manpower regulations in the destination country.
 - b. Employers are required to provide Indonesian Migrant Workers with a rest period of 1 (one) working day a week
 - c. In the event that an Employer asks an Indonesian Migrant Worker to work on this rest day and the Indonesian Migrant Worker agrees, the Employer is obligated to provide compensation in an amount in accordance with the provisions of the manpower regulations applicable in the destination country.
4. Annual leave
- a. for Indonesian Migrant Workers whose work contracts are more than 2 (two) years or Indonesian Migrant Workers extend the Employment Contract, Employers are obligated to provide leave to Indonesian Migrant Workers for days after working consecutively for year;
 - b. In the event that an Employer asks an Indonesian Migrant Worker to work during the leave period and the Indonesian Migrant Worker agrees, the Employer is obligated to provide compensation equal to the price of a round-trip ticket.
5. Salary and Payment Method
- a. Employers are obligated to pay salary of Indonesian Migrant Worker Per month and are paid in full on every date, through a savings account in the name of an Indonesian Migrant Worker.
 - b. Employers are obligated to provide proof of salary transfer Indonesian Migrant Workers.
6. Accommodation
- a. Employers provide adequate housing and meals 3 (three) times a day that meet health standards for Indonesian Migrant Workers.
 - b. Indonesian Migrant Workers can work and live at the Employer's address.
7. Insurance
- a. Employers are obligated to include Indonesian Migrant Workers in the insurance program since the Indonesian Migrant Worker starts working which covers death, employment injury, and health, including if the Indonesian Migrant Worker extends the Employment Contract;
 - b. In the event that Indonesian Migrant Workers are sick and the insurance coverage is insufficient, Employers bear treatment cost until healed.
- a. Period and Extension of the Employment Contract This Employment Contract is valid for months/years from the time the Indonesian Migrant Worker starts working on... .. and can be extended.
- b. If the Employer and Indonesian Migrant Worker wish to extend the Employment Contract between the two of them, the Employer must first notify the Indonesian Migrant Worker in writing no later than 3 (three) months before the Employment Contract ends and obtain permission from the Indonesian Migrant Worker's family.
 - c. Employers must take care of the legalization of an extended Employment Contract at an Authorized Official accompanied by a business partner after obtaining approval from the family of the Indonesian Migrant Worker.

9. Termination of Employment Relations (*Pemutusan Hubungan Kerja*, PHK)

a. PHK by Employers

Employers can terminate employment relations unilaterally if:

- 1) Indonesian Migrant Workers are sick/disabled so that they are unable to carry out their obligations;
- 2) Indonesian Migrant Workers work for other Employers;
- 3) Indonesian Migrant Workers commit default;
- 4) Employers are no longer able to pay the salaries of Indonesian Migrant Workers;
- 5) Indonesian Migrant Workers commit serious/criminal mistakes.

If an Employer makes PHK due to no fault of the Indonesian Migrant Worker as referred to in number 1 and number 4, the Employer is obligated to pay money in the amount of the remaining contract period and return ticket to the area of origin and inform business partners and local Authorized Officials to be forwarded to P3MI in Indonesia

b. PHK by Indonesian Migrant Workers

Indonesian Migrant Workers can terminate employment relations unilaterally if:

- 1) Employer commits violence, sexual abuse, and criminal act which endanger Indonesia Migrant Workers. ;
- 2) Employers employ Indonesian Migrant Workers to other Employers;
- 3) Employer default;
- 4) Indonesian Migrant Workers resign for personal gain/reasons.

If an Indonesian Migrant Worker does PHK not because of the Employer's fault as referred to in number 4, the Indonesian Migrant Worker bears the cost of returning to his/her own place of origin and bears the placement fee that is borne by the Employer.

10. Termination of Employment Contract

The employment contract terminates because:

- a. the period of the Employment Contract has ended;
- b. Employer or Indonesian Migrant Worker passed away;
- c. war, natural disasters, disease outbreaks, and things that endanger the security of Indonesian Migrant Workers in the placement country.

11. Dispute resolution

- a. In the event of a dispute between an Employer and an Indonesian Migrant Worker, both parties resolve it by deliberation (bipartite).
- b. In the event that a deliberative settlement cannot reach an agreement, one or both of the aggrieved parties may appoint a third party to mediate.
- c. In the event that no agreement is reached on mediation, both parties can resolve the dispute through the competent labor court in the placement country.
- d. The dispute settlement procedure as referred to in section (2) point j may contain the choice of law to be used in the event of a dispute between an Indonesian Migrant Worker and an Employer.

12. Repatriation

- a. in the event that the Indonesian Migrant Worker returns home after the end of the Employment Contract, the Employer bears the cost of the return ticket to the area of origin and is obligated to complete the rights of Indonesian Migrant Workers that have not been fulfilled and inform business partners and local Authorized Officials to be forwarded to P3MI in Indonesia;
- b. in the event that an Indonesian Migrant Worker dies, the Employer is obliged to take care of and be responsible for the cost of repatriation of the body and/or belongings of the Indonesian Migrant Worker to the area of origin and resolve the rights of Indonesian Migrant Workers that have not been fulfilled and inform business partners and officials local authorities to be forwarded to P3MI in Indonesia as well as Employers together with business partners and Authorized Officials to manage insurance claims for Indonesian Migrant Workers abroad;
- c. in the event that an Indonesian Migrant Worker is sick and cannot be cured, the Employer is obliged to take care of and be responsible for the repatriation costs of the Indonesian Migrant Worker and the belongings of the Indonesian Migrant Worker to the area of origin and inform business partners and local Authorized Officials to forward it to P3MI at Indonesia and Employers together with business partners and Authorized Officials to manage insurance claims for Indonesian Migrant Workers abroad.

13. Security and Safety Assurance

Employers are obligated to give the security and safety assurance of Indonesian Migrant Workers since Indonesian Migrant Workers arrive in the destination country.

14. This Employment Contract is agreed upon and signed by the Employer and Indonesian Migrant Worker without any coercion and pressure from any party.
The Employment Contract is made in 2 (two) original copies, 1 (one) for the Indonesian Migrant Worker and 1 (one) for the Employer and each of them has the same legal force.
The Employment Contract is made in 3 (three) languages, Indonesian, the language of the destination country, and English, except for placement countries that use English as the national language, which is made in 2 (two) languages, namely Indonesian and English.
In the event of a different interpretation of the Employment Contract, the Employment Contract in English is used.
15. This Employment Contract is agreed upon and signed by the Employer and Indonesian Migrant Worker without any coercion and pressure from any party.

Employer

INDONESIAN MIGRANT WORKER

(.....)

(.....)

WITNESS

WITNESS

(.....)

(Business Partner)

(.....)

(P3MI)

Ratification by
Authorized Officials

II. STANDARD OF EMPLOYMENT CONTRACT FOR INDONESIAN MIGRANT WORKERS WHO WORK FOR LEGAL EMPLOYERS

On this day date month year The undersigned below:

- (1) **Employer**
 - Name of company/institution :
 - Person in Charge :
 - Company/institution address :
 - Office phone number :
 - Cell number of person in charge :

- (2) **Indonesian Migrant Worker**
 - Name :
 - Place, date of birth :
 - Sex :
 - Complete address :
 - Passport number :
 - Husband/wife/parents/guardians name :
 - Husband/wife/parents/guardians address :
 - Husband/wife/parents/guardians phone number :

Employer and Indonesian Migrant Worker agree to enter into an Employment Contract with the following conditions:

- 1. Job Description
 - a. Employer will employ the Indonesian Migrant Worker as with the job description stated in the attachment. The Indonesian Migrant Worker works and lives at the Employer's address.
 - b. Indonesian Migrant Worker only carries out tasks in accordance with the job description above and is not allowed to perform other tasks.
 - c. Employer is prohibited from employing Indonesian Migrant Worker to other companies/institution(s).

- 2. Rights and Obligations
 - a. Rights of Employer
 - get good results work from Indonesian Migrant Worker Indonesian Migrant Worker
 - The rights of Indonesian Migrant Workers
 - 1) hold the passport and Employment Contract;
 - 2) get well and humane treatment;
 - 3) unite and assemble in accordance with the provisions of company regulations and legislation in the destination country;
 - 4) get the opportunity to carry out worship in accordance with their religion/ belief.
 - b. Obligations of Employer
 - 1) provide good and humane treatment to Indonesian Migrant Workers;
 - 2) provide opportunities for Indonesian Migrant Workers to associate and gather in accordance with the provisions of company regulations and legislation in the placement country;
 - 3) provide opportunities for Indonesian Migrant Workers to carry out worship in accordance with their religion/belief.
 - c. Indonesian Migrant Workers have obligations to:
 - 1) carry out their work in accordance with the position and job description and comply with the contents of the Employment Contract;
 - 2) respect the customs, culture and customs prevailing in the destination country;
 - 3) comply with the legislation in the placement country.

- 3. Hours of Work and Rest Time
 - a. Indonesian Migrant Workers work 8 (eight) hours/day and/or 40 (forty) hours/week and get 1 (one) hour break after working for the first 4 (four) hours. If an Indonesian Migrant Worker works more than 8 (eight) hours, it is counted as overtime and within 1 (one) day may not work more than 12 (twelve) hours or in accordance with company regulations/manpower regulations in the placement country.
 - b. The amount of overtime pay is calculated in accordance with the provisions of the prevailing

manpower regulations in the placement country.

- c. Employers are obligated to provide a rest time of 1 (one) working day per week to Indonesian Migrant Workers. In the event that an Employer asks an Indonesian Migrant Worker to work on a rest day or national holiday, the Employer is obliged to provide compensation in accordance with the provisions of the manpower regulations in force in the placement country.

4. Annual leave

- a. After working for 12 (twelve) consecutive months, Indonesian Migrant Workers are entitled to annual leave for.... days according to company regulations/manpower regulations in the placement country;
- b. In the event that an Employer asks an Indonesian Migrant Worker to work during the leave period, the Employer is obliged to provide compensation in an amount in accordance with company regulations/provisions of manpower regulations in the destination country;

5. Salary and Payment Method

Employers are obligated to pay salary of an Indonesian Migrant Worker monthly and fully paid at the end/beginning of each month, through a savings account in the name of an Indonesian Migrant Worker.

6. Accommodation

- a. Employers are obligated to provide adequate housing/dormitories or, if not available, are obligated to provide housing allowances;
- b. Employers are obligated to provide means of transportation or if not available, they are required to provide transportation compensation.

7. Insurance

Employers are obligated to include Indonesian Migrant Workers in the insurance program since the Indonesian Migrant Worker starts working which covers death, employment injury, and health, including if the Indonesian Migrant Worker extends the Employment Contract.

8. Period and Extension of the Employment Contract

- a. This Employment Contract is valid for months/years from the time the Indonesian Migrant Worker starts working on... .. and can be extended.
- b. If the Employer and Indonesian Migrant Worker wish to extend the Employment Contract between the two of them, the Employer must first notify the Indonesian Migrant Worker in writing no later than 3 (three) months before the Employment Contract ends and obtain permission from the Indonesian Migrant Worker's family.
- c. Employers must take care of the legalization of an extended Employment Contract at an Authorized Official accompanied by a business partner after obtaining approval from the family of the Indonesian Migrant Worker.

9. Termination of Employment Relations (PHK)

a. PHK by Employers

Employers can terminate employment relations unilaterally if:

- 1) Indonesian Migrant Workers are sick/disabled so they are unable to carry out their obligations;
- 2) Indonesian Migrant Workers work for other Employers;
- 3) Indonesian Migrant Workers commit default;
- 4) Bankrupt employer;
- 5) Indonesian Migrant Workers commit serious/criminal mistakes.

If an Employer makes PHK not due to the fault of the Indonesian Migrant Worker as referred to in number 1 and number 4, the Employer is obligated to pay money in the amount of the remaining contract period and return ticket to the area of origin and inform business partners and local Authorized Officials to be forwarded to BP2MI and P3MI in Indonesia.

b. PHK by Indonesian Migrant Workers

Indonesian Migrant Workers can terminate employment unilaterally if:

- 1) Employers employ Indonesian Migrant Workers to other Employers;
- 2) Employer default;
- 3) Indonesian Migrant Workers resign for personal gain/reasons.

If an Indonesian Migrant Worker does PHK not because of the Employer's fault as referred to in number 3, the Indonesian Migrant Worker bears the cost of returning to his/her own place of origin and bears the placement fee that is borne by the Employer.

10. Terminations of Employment Contract
The Employment Contract terminates because:
 - a. the period of the Employment Contract has ended;
 - b. Indonesian Migrant Worker passed away;
 - c. Bankrupt employer;
 - d. war, natural disasters, disease outbreaks, and things that endanger the security of Indonesian Migrant Workers in the placement country.

11. Dispute resolution
 - a. done in stages:
 1. in the event of a dispute between an Employer and an Indonesian Migrant Worker, both parties resolve it by deliberation (bipartite);
 2. in the event that a deliberative settlement cannot reach an agreement, one or both of the aggrieved parties may appoint a third party, including an Authorized Official, to conduct mediation;
 3. In the event that no agreement is reached on mediation, both parties can resolve the dispute through the competent labor court in the placement country.
 - b. using the law of the destination country.

12. Repatriation
 - a. in the event that Indonesian Migrant Workers return home after the end of the Employment Contract, the Employer requires a return ticket fee to their area of origin and is obligated to settle the unfulfilled rights of Indonesian Migrant Workers and notify Business Partners and Local Authorized Officials to be forwarded to BP2MI and P3MI in Indonesia;
 - b. in the event that an Indonesian Migrant Worker passes away, the Employer is obligated to take care of and be responsible for the cost of repatriation of the body and/or belongings of the Indonesian Migrant Worker to the area of origin and resolve the rights of Indonesian Migrant Workers that have not been fulfilled and inform business partners and officials Local authorities to be forwarded to BP2MI and P3MI in Indonesia as well as Employers together with business partners and Authorized Officials to manage insurance claims for Indonesian Migrant Workers abroad;
 - c. in the event that an Indonesian Migrant Worker is sick and cannot be cured, the Employer is obligated to take care of and be responsible for the repatriation costs of the Indonesian Migrant Worker and the belongings of the Indonesian Migrant Worker to the area of origin and resolve the rights of Indonesian Migrant Workers that have not been fulfilled and inform partners business and local Authorized Officials to be forwarded to BP2MI and P3MI in Indonesia as well as Employers together with business partners and Authorized Officials to manage insurance claims for Indonesian Migrant Workers abroad.

13. Security and Safety Assurance
Employers are obligated to provide security and safety assurance for Indonesian Migrant Workers since Indonesian Migrant Workers arrive in the destination country.

14. The Employment Contract is made in 2 (two) original copies, 1 (one) for the Indonesian Migrant Worker and 1 (one) for the Employer and each of them has the same legal force.
The Employment Contract is made in 3 (three) languages, Indonesian, the language of the destination country, and English, except for placement countries that use English as the national language, which is made in 2 (two) languages, namely Indonesian and English.
In the event of a different interpretation of the Employment Contract, the Employment Contract in English is used.

15. This Employment Contract is agreed upon and signed by the Employer and Indonesian Migrant Worker without any coercion and pressure from any party.

EMPLOYER

(.....)

WITNESS

(.....)
(Business Partner)

INDONESIAN MIGRANT WORKER

(.....)

WITNESS

(.....)
(P3MI)

Ratification by
Authorized Officials

HEAD OF THE INDONESIAN MIGRANT
WORKERS PROTECTION BOARD
OF THE REPUBLIC OF INDONESIA,

signed

BENNY RHAMDANI