



Template on  
**Standard Terms of Employment  
(STOE) for Women Migrant  
Domestic Workers**

## AN OVERVIEW

Many women migrant domestic workers lack access to social services and legal protection and are often subjected to abuses such as harsh working and living conditions, gender-based violence, low wages, illegal withholding of wages and arbitrary termination of employment. They lack social security benefits and gender-sensitive health care services. Their sexual and reproductive health rights are also often violated. When a migrant domestic worker becomes pregnant, it can result in termination of employment and deportation. Without maternity benefits and/or access to reproductive health care, women migrant workers face serious health risks.

Moreover, access to justice may be limited for women migrant workers. In some countries, women migrant workers are prohibited from seeking remedies for discriminatory labour standards, employment discrimination or sex- and gender-based violence, and there are gaps in the laws protecting women migrant workers. For example, they may lose their work permits once they make a report of abuse or discrimination and then they cannot afford to remain in the country for the duration of the trial, if any.

In addition, practical barriers may prevent access to legal remedies. Many do not know the language of the country and/or their rights. Physical barriers also reduce access to justice. Some employers confine women migrant workers to the home-based work and/or living sites. They prohibit workers from using telephones or ban them joining groups or cultural associations. Workers often lack knowledge of their embassies or of services available, and are dependent on employers or spouses for such information. In addition, some employers greatly reduce access to legal remedies by withholding the worker's passport.

Establishing a Standard Terms of Employment (STOE) for women migrant domestic workers is crucial as they are excluded from national labour laws of most countries, both countries of origin and destination. They are doubly vulnerable through their status as migrants and as woman. Furthermore, domestic work takes place in informal, private settings and thus it is very important to formalize domestic work to protect the rights of migrant domestic workers. Countries of origin and destination agree on the importance of having a standard employment contract to protect workers despite gaps in the legal framework, and UN Women built on this agreement and initiated the development of a gender responsive STOE for migrant domestic workers. Countries of origin and destination have used different standard contracts, and UN Women advocates that employment contracts adhere to international standards of labour and human rights protection for women migrant domestic workers.

UN Women Regional Office for Asia and the Pacific instituted a participatory and consultative process to develop a gender responsive model STOE template that may be executed between the contracting parties namely the migrant domestic worker and the employer. This process entailed collecting inputs and insights from multi-stakeholders in Asia.

Initially, UN Women completed a desk review of pre-existing standard employment contracts, and then conducted a series of focus group discussions with women migrant domestic workers and returnees from Gulf countries. The findings and feedback became inputs to the development of a comprehensive model contract. To validate the model contract, it was circulated to migrant network organizations, civil society groups, partner agencies including the International Labour Organization and the International Organization for Migration, and experts in labour migration and gender. Their feedback further refined the final STOE template.

This gender responsive STOE serves as a guiding template for countries of origin and destination to develop and include as part of the bilateral labour agreements and memorandums of understanding. It contains 20 articles that stipulate rights and duties with regard to minimum employment conditions, legal protections and the well-being of workers. It addresses a wide range of issues pertaining to accommodation, wages, holidays and rest periods, medical and accident insurance, travel expenses, maternity protection, termination of employment, among others. Employment agencies should use this STOE template when they recruit a migrant domestic worker. This STOE is meant to be executed before the migrant domestic worker leaves the country of origin.

If agreed by the countries of origin and destination, this model contract will be enforceable under the laws of the country of employment. The legal mechanisms for its enforcement must be provided by the government of country of employment.

The contract may be used for live-in and live-out working arrangements and for workers who have one employer or multiple employers. Translations of this STOE template into the language of the worker's country of origin and the country of employment must be attached to ensure that the employer and the worker have a common understanding and agreement on all terms articulated in this contract. It is envisioned that this model will reduce unjust and exploitative employment practices and in turn empower women migrant workers.



Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

With support from Swiss Agency for  
Development and Cooperation (SDC)

# Template on Standard Terms of Employment (STOE) for Women Migrant Domestic Workers

This employment contract is executed and entered into by and between the employer/sponsor and the employee whose details are as follows:

## EMPLOYER/SPONSOR KNOWN AS FIRST PARTY

Name:	<input type="text"/>				
ID/Passport No.:	<input type="text"/>	Nationality:	<input type="text"/>	Sex:	<input type="text"/>
Type of residence:	<input type="text"/>	Residence address:	<input type="text"/>		
Residence tel No.:	<input type="text"/>				
Residence fax No.:	<input type="text"/>				
Mobile tel. No.:	<input type="text"/>				
E-mail address:	<input type="text"/>				
No. and ages of household residents:	<input type="text"/>	Occupation:	<input type="text"/>		

## REPRESENTED IN THE COUNTRY OF EMPLOYMENT BY:

Name of recruitment/placement agency:	<input type="text"/>			
Authorized license No.:	<input type="text"/>			
Name of license issuing authority:	<input type="text"/>			
Address of the agency::	<input type="text"/>			
Tel. No.:	<input type="text"/>	Fax No.:	<input type="text"/>	
E-mail address:	<input type="text"/>			
Name of contact person:	<input type="text"/>			
Position:	<input type="text"/>	Mobile tel. No.:	<input type="text"/>	

## EMPLOYEE KNOWN AS SECOND PARTY

Name:	<input type="text"/>				
Passport No.:	<input type="text"/>				
Nationality:	<input type="text"/>	Sex:	<input type="text"/>	Date of birth:	<input type="text"/>
Name of bank and account No. in home country:	<input type="text"/>				
Name and address of next of kin:	<input type="text"/>				
Contact tel. No. of next of kin:	<input type="text"/>				
Emergency contact details:	<input type="text"/>				

## REPRESENTED IN THE COUNTRY OF ORIGIN BY:

Name of recruitment agency:	<input type="text"/>			
Authorized license No.:	<input type="text"/>			
Name of license issuing authority:	<input type="text"/>			
Address of the agency:	<input type="text"/>			
Tel. No.:	<input type="text"/>	Fax No.:	<input type="text"/>	
E-mail address:	<input type="text"/>			
Name of contact person:	<input type="text"/>			
Position:	<input type="text"/>	Mobile tel. No.:	<input type="text"/>	

## VOLUNTARILY BINDING THEMSELVES TO THE FOLLOWING TERMS AND CONDITIONS

### 1. Employment

- 1.1 Job category offered: \_\_\_\_\_
- 1.2 Type of work to be performed:<sup>1</sup> \_\_\_\_\_
- 1.3 Exact, full address of the workplace: \_\_\_\_\_
- Number of floors and rooms of the house where the second party shall work: \_\_\_\_\_

- 1.3.1 The Second Party shall not be required to work in any household or workplace other than the site of employment specified in clause 1.3.
- 1.3.2 In case of moving to another residence, the First Party shall notify the recruitment agency in the country of employment and the concerned Embassy/Consulate looking after the interests of Second Party within three (3) days of such change.

### 2. Duration of employment

- 2.1 The period of this contract is two years, starting from the date of arrival of the Second Party to the site of employment.
- 2.2 This contract may be extended/renewed for the same period by mutual consent in writing of both parties provided that the First Party grants the Second Party a salary increase of at least 10 per cent (%) for the renewed period of employment (see Article 17 of this contract).

### 3. Remuneration

- 3.1 The First Party shall pay the Second Party a monthly remuneration of \_\_\_\_\_ starting from the date of her/his arrival at the First Party's household. The amount of remuneration shall not be less than the minimum salary as approved by the Government of the country of origin of the domestic worker, or the minimum permissible remuneration prevailing in the country of employment, whichever is higher, as of the effective date of the employment contract. In case of an increase in the minimum wage in the country of employment, the salary of the Second Party shall be adjusted accordingly.
- 3.2 The monthly remuneration shall be paid within the first seven (7) days of the following month. Compensation for the first month of employment may be pro-rated depending on the date of the first working day of the Second Party.
- 3.3 The First Party shall pay the Second Party directly in cash or through bank account transfer, or another mode of payment as prescribed by national laws, regulations, or collective agreements where the employment takes place. The Second Party shall decide on the manner by which wages are paid to her/him.
- 3.4 If the Second Party decides to have her/his salary deposited in a bank, the First Party is obliged to assist the Second Party to open a bank account solely in the name of the Second Party. The First Party is prohibited from opening a joint account with the Second Party or to be a co-signatory of the Second Party's bank account.
- 3.5 The First Party shall provide the Second Party a written proof of payment of the salary to the Second Party, such as the pay slip, duly signed by the Second Party or a bank statement and/or bank deposit slip. The original copy of the pay slip or bank statement and/or bank deposit slip shall remain in the custody of the Second Party.
- 3.6 The First Party shall not deduct any amount from the remuneration of the Second Party, except as may be allowed by law. In case of deduction for lawful reasons, such deduction shall be reflected in the Second Party's pay slip. The First Party shall not deduct from the remuneration of the Second Party the cost associated with the following: recruitment agency fees, breakages (crockery, electrical appliances); damages (i.e. damaged clothes due to improper ironing); meals provided during work time; clothing and work equipment.
- 3.7 The First Party shall not pay the salary of Second Party to the recruitment agency or another party. However, in the eventuality of a serious accident, illness or death of the Second Party, remuneration dues can be paid directly to the designated next of kin of the Second Party through the concerned Embassy/Consulate which looks after the interests of the Second Party.
- 3.8 The First Party shall not withhold the salary of the Second Party. In the eventuality that the salary is withheld, the Second Party can claim compensation following the procedures described in Article 15 of this contract.

### 4. Working hours and daily rest

- 4.1 Normal hours of work shall be as allowed by law and should be on par with the hours of national workers.
- 4.2 The Second Party shall be given a night break of at least ten (10) consecutive hours in addition to three (3) breaks of at least one (1) hour each during the day.

---

1. The First Party and the Second Party must agree on the type of work. As described in the International Labour Organization (ILO) Domestic Workers Convention (No. 189), 2011 work may include cleaning the house, cooking, washing and ironing clothes, taking care of children, elderly or sick member(s) of the family, gardening, guarding the house, driving for the family and taking care of household pets.

- 4.3 The First Party and the Second Party shall agree on a timetable specifying the working time and daily rest of the Second Party.
- 4.4 The Second Party shall be provided with overtime pay at a rate comparable to the overtime pay rate of national workers.
- 4.5 In the eventuality that the Second Party is not free to dispose of her/his time and remains at the disposal of the household, this should be treated as working time for the purposes of compensation. The Second Party is entitled to a compensatory rest period if the normal period of rest is interrupted by standby time.<sup>2</sup>

## **5. Rest day per week**

- 5.1 The Second Party shall be entitled to one fully-paid rest day (24 consecutive hours) per week. If the First Party needs the Second Party to work on her/his weekly rest day, the Second Party is entitled to either a replacement rest day in the immediate next week or to an extra day's payment calculated on the basis of her/his monthly salary.
- 5.2 The Second Party has the right to decide whether to leave or remain at the premises of the First Party during periods of daily and weekly rest, public holidays and annual leave.

## **6. Public holidays and leave**

- 6.1 The Second Party shall be entitled to paid leave of at least 15 days at the end of each year of service. If the national labour laws of the country of employment stipulate a greater leave entitlement, it shall be granted to the Second Party.
- 6.2 If the Second Party agrees to continue to work under a renewed contract, the First Party shall provide the Second Party a round-trip plane ticket to the Second Party's home country.
- 6.3 The Second Party shall be entitled to \_\_\_\_\_ number of days as sick leave with full pay according to national labour laws. Such sick leave shall be supported by a medical prescription or medical certificate. It shall be the responsibility of the First Party to facilitate the Second Party's access to public health services (see clause 7.3). The cost of medical examination, medicines and hospitalization are to be borne by the First Party if such expenses are not covered by a health insurance policy provided by the First Party (see clause 7.5).
- 6.4 The Second Party shall be entitled to a paid emergency leave not exceeding \_\_\_ days provided that she/he is able to show proof of the emergency situation.
- 6.5 The Second Party shall be entitled to all public holidays applicable to all national workers. Should the First Party require the Second Party to work during holidays, the Second Party is entitled to a compensatory day off in the immediate next week or to an extra day's payment calculated on the basis of her/his daily rate.

## **7. Social security**

- 7.1 Upon completion of the contract period, if the contract is not renewed, the Second Party shall be entitled to one month's salary as an end-of-service benefit for the 24 months of service with the household.
- 7.2 If the contract is renewed and service is continuous, the Second Party is entitled to an annual 13 months' gross salary.
- 7.3 Where provided for by law or under bilateral or multi-lateral social security agreements, the First Party shall ensure enrolment/registration of the Second Party in social security schemes in the country of employment, benefits of which may be claimed by the Second Party at the termination of the contract.
- 7.4 If the Second Party becomes pregnant she shall be entitled to maternity leave with full pay based on the prevailing national law. The First Party shall not subject the Second Party to termination and repatriation owing to the pregnancy.
- 7.5 The First Party shall obtain life and medical insurance coverage in favour of the Second Party from an accredited insurance company/service provider recognized by the Embassy/Consulate of the Second Party. The insurance shall cover injuries and occupational diseases arising from, out of and in the course of employment, and death caused by civil commotions, riots, war or natural hazards, or other work-related hazards. The insurance shall be applicable 24 hours a day and shall cover working days, days off and holidays. The First Party shall be responsible for all costs associated with subscribing the Second Party to insurance coverage. No deductions shall be made from the monthly remuneration of the Second Party for the insurance premium.
- 7.6 The First Party shall designate the next of kin of the Second Party as the beneficiaries of the insurance. If the Second Party wishes to include additional coverage such as dental check-up, it shall be at the expense of the Second Party.

## **8. Food, accommodation and clothing**

- 8.1 The First Party shall provide at least three adequate meals a day, over and above the salary paid. Meals should be of good quality adapted to the extent reasonable to the dietary, cultural and religious requirements of the Second Party. If no food is provided, a food allowance of \_\_\_\_\_ per month shall be paid to the Second Party.

---

2. The ILO Domestic Workers Convention (No. 189), 2011 defines standby time as periods during which domestic workers are not free to use their time as they please and are required to remain at the disposal of the household.

- 8.2 The First Party shall provide clothes to the Second Party, including warm clothes when required at no cost to the Second Party.
- 8.3 The First Party shall provide a private room with a door that can be locked and equipped with necessary life needs in a manner that respects the Second Party's privacy and dignity. No closed circuit television camera shall be installed inside the toilet and bedroom of the Second Party. If the First Party and Second Party agree to a live-out arrangement, an allowance of \_\_\_\_\_ per month shall be paid to the Second Party.

## **9. Communication and information facilities**

- 9.1 The Second Party shall be allowed to freely communicate with her/his family and Embassy/Consulate. Communication expenses shall be borne by the Second Party.
- 9.2 The First Party shall not confiscate mobile phones and other personal effects of the Second Party. The Second Party shall ensure that use of mobile phones does not disrupt her/his daily work duties.
- 9.3 The Second Party must be allowed to practice her/his religious observances without disturbing the household work and environment.
- 9.4 The Second Party shall be given access to information facilities such as television, newspapers, radio, Internet or other media channels so that she/he may be informed of the current events taking place in her/his country of origin and country of employment.
- 9.5 In case of crisis situations, it shall be the responsibility of the First Party to ensure the safety and security of the Second Party and to facilitate safe exit of the Second Party in collaboration with the recruitment agency and the Embassy/Consulate of the Second Party. Under no circumstances shall the First Party abandon the Second Party.

## **10. Visa, passport and other related employment and immigration documents**

- 10.1 The First Party shall pay the cost of the Second Party's residence permit exit/ re-entry visa and final exit visa including renewals and associated expenses.
- 10.2 The passport, immigration documents, work permit, and employment contract of the Second Party shall remain in the Second Party's possession.
- 10.3 It shall be unlawful for the First Party and Second Party to provide false information in any of the Second Party's documents such as residency permit and work permit among others. The provision of fraudulent information shall be penalized as prescribed by law.

## **11. Occupational safety**

- 11.1 The First Party shall ensure a safe and secure working environment and that assigned tasks, tools and environment are not hazardous to the Second Party's health, dignity or property. The Second Party shall ensure the sanitation of the households and the residential area covered by this contract.
- 11.2 The First Party shall provide information on how to use equipment, appliances or any cleaning materials that may be hazardous to the Second Party's health.
- 11.3 The First Party shall ensure that the Second Party undergoes an annual health check-up. The cost shall be covered by the Second Party, unless otherwise agreed by both parties. If the Second Party is diagnosed with any serious illness/disease, the First Party shall ensure the treatment of the Second Party and the same should not be used as a ground for termination, except as outlined in clause 16.5.
- 11.4 In case of occupational accident and disability, sickness and injuries which occur at the workplace but are not the result of a workplace hazard (e.g. a burn/ cut during food preparation), the First Party must ensure timely treatment of the Second Party. The First Party shall cover the medical treatment including hospitalization of the Second Party. It shall be the responsibility of the First Party to inform the Second Party's family, the Embassy/Consulate of the Second Party, the recruitment agency and concerned authority to investigate the incident.
- 11.5 If the Second Party becomes pregnant, the First Party shall modify the job description, if needed, in consideration of the condition of the Second Party and ensure that the Second Party undergoes regular prenatal check-ups.

## **12. Joining or forming associations/unions**

- 12.1 If the laws of the country of employment allow workers to form or join unions or associations, the First Party shall not restrict the right of the Second Party to form or join unions or associations.
- 12.2 The First Party shall not intimidate or threaten the Second Party to prevent her/him from exercising the right to freedom of association.

## **13. Skills training and professional development**

- 13.1 The First Party shall provide an enabling environment for the continuing skills and professional development of the Second Party.

- 13.2 The First Party shall encourage the Second Party's enrolment to any relevant skills trainings programme that may be available for migrants in the country
- 13.3 To realize clauses 13.1 and 13.2, the First Party shall modify the work schedule of the Second Party if needed, ensure the Second Party continues to have a weekly rest day and consider providing monetary incentives, such as a travel allowance or a salary increase on completion

#### **14. Obligations of the Second Party**

- 14.1 The Second Party is bound to execute with care and diligence the work entrusted to her/him according to the job description<sup>3</sup> which is annexed to this contract. She/he must respectfully protect the legitimate interests of the First Party and abide by house rules, which must fairly take into account the interests of both parties.
- 14.2 The Second Party has a duty of loyalty towards the First Party and must treat with the utmost confidentiality all information/knowledge obtained as a result of her/his function.
- 14.3 The Second Party shall be committed to protect the property of the First Party and not to do any deliberate damage or harm to the First Party or to property in the care of the First Party.
- 14.4 The Second Party shall follow the instructions of the First Party unless such instructions endanger the safety of the Second Party, violate the human dignity of the Second Party or contravene conditions provided in this contract.
- 14.5 The Second Party shall not leave the site of employment or be absent from work without informing the First Party.
- 14.6 The Second Party shall refrain from performing work for others with or without payment.
- 14.7 The Second Party wishes to change employer she/he shall adhere to approved legal procedures in the country of employment.
- 14.8 The Second Party shall respect the laws and traditions of the country of employment.

#### **15. Dispute settlement**

- 15.1 Any dispute between the First Party and the Second Party may be initially referred to the Ministry of Labour for amicable settlement with the involvement of the recruitment agency and the Embassy/Consulate of the Second Party, at the premises of the Embassy/Consulate. If a settlement is reached, the Ministry is required to issue a certification which is binding on both parties.<sup>4</sup> 15.2 Disputes that are not resolved through amicable settlement shall be referred to the relevant competent authority of the country of employment for appropriate legal proceedings. This is without prejudice to the legal recourse available to the Second Party under the laws of her/his country of origin.
- 15.3 In case of abuse and/or other violations committed by the First Party against the Second Party, the recruitment agency representing both parties shall cooperate with the competent authority to assist the Second Party in seeking redress and in following up on reported grievances.
- 15.4 In case the Second Party deserts the First Party or refuses to work without valid reason, the recruitment agency in the country of employment shall reimburse the First Party for expenses of recruitment as per the agreement between the First Party and the recruitment agency.
- 15.5 If the Second Party faces life-threatening diseases upon arrival in the country of employment, the Second Party with her/his consent may be sent back to the home country. The repatriation shall be done in a respectable and dignified manner. The recruitment agency representing the country of employment shall pay the expenses borne by the First Party in bringing the Second Party to the country of employment. The recruitment agency must also bear the expense of repatriating the Second Party back to the country of origin.
- 15.6 If the Second Party faces challenges at the site of employment and/or is involved in legal disputes, it shall be the responsibility of both the recruitment agency and the Embassy/Consulate of the Second Party to provide information on the situation of the Second Party to her/his next of kin and relatives in the home country.
- 15.7 The recruitment agency shall facilitate or assist the Second Party in securing temporary accommodation while the trial or dispute is ongoing. This shall be coordinated with the Embassy/Consulate of the Second Party.
- 15.8 If the First Party or the recruitment agency violates or fails to perform their obligations in this contract, both parties shall be subject to clauses 15.1 and 15.2. Sanctions and penalties shall be applied according to the laws of the country of employment.

---

3. The job description shall be discussed and agreed by the First Party and Second Party. As described in ILO Domestic Workers Convention (No. 189), 2011 work may include cleaning the house, cooking, washing and ironing clothes, taking care of children, elderly or sick member(s) of the family, gardening, guarding the house, driving for the family and taking care of household pets.

4. The certification shall include the obligations both Parties must fulfill under the amicable settlement.

## **16. Termination of the contract**

- 16.1 Termination by the First Party for Just Cause. The First Party may terminate the contract for any of the following just causes: serious misconduct, wilful disobedience of the employer's lawful orders, habitual neglect of duties, insubordination, violation of the laws of the country of employment, material breach of the employment contract. In such case, the Second Party shall be repatriated at her/his own expense.
- 16.2 Procedure for Termination by the First Party for Just Cause: The First Party shall serve the Second Party a written notice containing the charges against the Second Party and giving the latter sufficient opportunity to explain her/his side. Upon receipt of the explanation given by the Second Party, or upon the lapse of a reasonable period, the First Party shall issue a written notice of termination to the Second Party informing the latter of the decision and the reasons therefor.
- 16.3 Termination by the Second Party for Just Cause. The Second Party may terminate the contract without serving any notice to the First Party on any of the following just causes: abuse or maltreatment committed by the First Party or members of her/his household, relatives, friends and acquaintances or representatives, serious insult, inhumane and unbearable treatment, commission of a crime/offense by the First Party or her/his representative on the person or property of the Second Party; and material breach of the employment contract. In such a case, the First Party shall be liable for damages in favour of the Second Party and bear the cost of repatriating the Second Party.
- 16.4 Termination by the Second Party without Just Cause. The Second Party may terminate the employment contract without just cause by serving a written notice to the First Party at least one month in advance, and payment to the First Party of an amount equivalent to one month's salary of the Second Party as liquidated damages. In such case, the Second Party shall be repatriated at her/his own expense.
- 16.5 Termination Due to Illness of the Second Party. Either party may terminate the employment contract when the Second Party becomes medically unfit to perform contractual obligations due to the Second Party's physical, mental, psychological illness/injury of chronic/permanent nature, or any contagious disease declared as public health threat during the contract period. Such illness shall be proven by a medical certificate issued by an authorized physician in a government hospital. In such case, the First Party shall bear the cost of repatriating the Second Party.
- 16.6 If on completion of the contract period, the Second Party decides to return to her/his country, the First Party shall present a copy of the bank statement or pay slip of the Second Party to the recruitment agency represented in the country of employment. The First Party and the Second Party shall then execute a final written settlement. A bank statement or proof of settlement may be submitted as evidence in the home country of the Second Party and in the country of employment.
- 16.7 The First Party shall immediately provide the necessary papers including the Certificate of Employment and exit clearance to facilitate the repatriation of the Second Party.
- 16.8 The First Party shall ensure the Second Party's timely repatriation after completing the contract period of two years unless her/his contract is extended/renewed (see Article 17 on renewal of contract). The First Party shall bear the cost of repatriation.

## **17. Renewal of contract**

- 17.1 Notwithstanding of the contract period, the First Party and the Second Party may agree to extend the contract based on similar terms and conditions.
- 17.2 Should both parties agree to extend the employment relationship, a new employment contract for a period of another two years shall be executed by both the First Party and the Second Party. On such renewal, the Second Party shall be granted a salary increase of at least 10 per cent and shall be paid an additional sum equivalent to one month's salary as signing bonus. A copy of the renewed contract shall be submitted to the Embassy/Consulate of the Second Party.

## **18. In the eventuality of death**

- 18.1 In the eventuality of death of the Second Party during the term of this contract, the First Party shall immediately inform the Embassy/Consulate and the relevant authorities in the country of employment. The remains and personal belongings of the Second Party shall be repatriated to her/his next of kin in the home country at the expense of First Party.
- 18.2 The First Party shall collect a death certificate from authorized authority as proof of death and deliver it to the Embassy/Consulate of the Second Party.
- 18.3 The First Party shall settle any remaining salary dues/end of service benefits of the deceased Second Party to the concerned Embassy/Consulate. Where repatriation of remains is not possible, or upon prior approval of the next of kin of the deceased Second Party and the relevant Embassy/Consulate, the remains may be buried in the country of employment. If repatriation is possible, the First Party and the recruitment agency shall cover the cost of repatriation.

**19. General provisions**

- 19.1 The Parties shall commit to create a working and living environment free from all forms of abuse, harassment and violence.
- 19.2 The First Party shall provide orientation to the Second Party upon arrival. Orientation shall include - but not be limited to the following: tour of the house, instructions in the use of equipment/machines in performing her/his duty and house rules among others. In addition, the First Party shall explain to her/his household the provisions of this contract and ensure that these are observed.
- 19.3 The First Party shall respect the Second Party’s freedom of movement at all times.
- 19.4 The First Party shall not hinder or obstruct the Second Party to observe her/his own cultural and religious practices provided they do not obstruct the daily household routine and violate the First Party’s culture and religious practices.
- 19.5 The Second Party shall have the right to leave the workplace in case of any of the just causes outlined in clause 16.3, and leaving in that case does not constitute a breach of contract and the Second Party shall not be considered as a runaway.
- 19.6 The First Party shall give due consideration to the physical conditions of the Second Party during her menstruation cycle and ensure that she has access to items of personal hygiene and toiletries.
- 19.7 The concerned authority in the country of employment in coordination with the Embassy/Consulate of the Second Party shall take measures to publicize the requirements and enforce the provisions of this contract.
- 19.8 The contract shall be written in the language understood by the First Party and Second Party and a copy shall be provided to contracting parties, next of kin and the Embassy/Consulate of the Second Party prior to departure. It shall be the responsibility of the recruitment agency to explain the provisions of this contract.
- 19.9 This contract shall be the only valid contract. Any subsequent contract entered between the First Party and the Second Party in substitution of this contract shall not be valid.

**20. Signatories to the contract**

1. Name and Signature of the Employer \_\_\_\_\_ Date \_\_\_\_\_  
 (First Party)

2. Name and Signature of the Employee \_\_\_\_\_ Date \_\_\_\_\_  
 (Second Party)

3. Name, signature and seal of the representing recruitment agent in the country of employment \_\_\_\_\_ Date \_\_\_\_\_

4. Name, signature and seal of the representing recruitment agent in the home country \_\_\_\_\_ Date \_\_\_\_\_

**Authentications:**

1. Competent authority in the country of employment \_\_\_\_\_ Date \_\_\_\_\_

2. Embassy/Consulate of the employee (Second Party): \_\_\_\_\_ Date \_\_\_\_\_

Competent authority in the home country: \_\_\_\_\_ Date \_\_\_\_\_

## ACKNOWLEDGEMENTS

This template for gender responsive standard terms of employment was jointly prepared by the UN Women Regional Office for Asia and the Pacific (ROAP) and the Migrant Forum in Asia (MFA). It was developed as part of the UN Women Project on “Empowerment of Women Migrant Workers in South Asia through Implementation of Standard Terms of Employment” funded by the Swiss Agency for Development and Cooperation (SDC).

Many thanks are due to the migrant domestic workers unions, civil society organizations and trade unions that took part in the focus group discussions including all Nepal Women’s Association, Asia Forum Migrants’ Center, Batis Center for Women (Philippines), Blas F. Ople Training Center and Policy Institute (Philippines), Coalition for Migrants’ Rights (CMR), Domestic Workers Union Philippines, Federation of Free Workers (Philippines), General Federation of Nepalese Trade Unions (GEFONT), HELVETAS Swiss Inter-Cooperation Agency (Nepal), Home Workers Trade Union of Nepal, Humanitarian Organization on Migration Economics (HOME) (Singapore), HOME Academy, International Domestic Workers Federation - Asia, Kanlungan Foundation Center (Philippines), KOBUMI Hong Kong, National Network on Safe Migration (NNSM)(Nepal), Nepal Home Workers Association, Nepal Independent Domestic Workers’ Union, ODWU-PLUDW Hong Kong, People’s Forum (Nepal), POURAKHI (Nepal), Pravasi Nepali Coordination Committee (PNCC), South Asia Regional Cooperation Trade Union Council (SARTUC), Thai Migrant Workers Union Hong Kong, Transient Workers Count Too (TWC2), United Nepali Domestic Workers Hong Kong, VISMIN-PLU Hong Kong, Women Rehabilitation Center and Youth Action Nepal.

This template was reviewed by representatives from the following organizations: Asia Pacific Forum on Women, Law and Development (APWLD), Caram-Asia Berhad (Malaysia), Community Development Services (CDS) Sri Lanka, International Organization for Migration (IOM) Regional Office for Asia and the Pacific, International Labour Organization (ILO) Regional Office for Asia and the Pacific, MAP Foundation for the Health and Knowledge of Ethnic Labour (Chiang Mai, Thailand), Mekong Migration Network (MMN), Global Migration Policy Associates, Swiss Agency for Development Cooperation (SDC) Bangladesh, UN Women Regional Office for Asia and the Pacific, Migration Programme, Ending Violence against Women Programme, and Fund for Gender Equality, and UN Women country offices -Cambodia, Lao PDR, Myanmar, Nepal, Sri Lanka and Viet Nam.