

## Appendix G: Contract between MoLVT and Recruitment Agency

Kingdom of Cambodia  
Nation Religion King

### CONTRACT ON SENDING OF CAMBODIAN WORKERS TO THAILAND AND MALAYSIA

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This contract made between

- The ministry of Labor and Vocational Training, hereinafter called: "Ministry" and
- PRATHNA KHMER CO., LTD., represented by Mr. Suong Pheng, hereinafter called: "Company."

After detailed discussions, the two parties agreed:

#### **The Ministry's obligation:**

**Article 1:** The Ministry helps coordinate all correspondences with competent authority involving with the Kingdom of Cambodia's labor and Cambodian embassies or consulates to Thailand and Malaysia to meet the Company's needs.

#### **The Company's obligation:**

**Article 2:** The Company has to abide by laws and regulations of the Kingdom of Cambodia and receiving states.

**Article 3:** The Company is obliged to be responsible for protection of workers against right violation, sexual and human trafficking. The Company has to guarantee that all workers were well educated on HIV/AIDS during their pre-departure to abroad.

**Article 4:** The Company is obliged:

- to recruit, train, send and control Cambodian workers sent to work in all careers in the Kingdom of Thailand. For Malaysia, the Company is able to recruit, train, send and control domestic women workers only.

**Article 5:** Prior launching advertisement and recruitment of workers, the Company must be authorized by the Ministry.

**Article 6:** The Company must locate its domestic and foreign office or its collaboration with legal partner company to the receiving states. All documents of domestic and foreign office and its collaboration with partner company must be deposited in the Ministry.

**Article 7:** To comply with sub-decree No 57, dated 20 July, 1995, The Company must deposit its collateral into the Ministry's account before it commences sending workers to abroad.

**Article 8:** The Company has to make contract between the Company and workers, and assists workers to make contract with the employers of receiving states. The two contracts are to be deposited at:

- the ministry of labor and vocational training;
- the Kingdom of Cambodian embassies or consulates to receiving states, and
- the parties of the contracts.

**Article 9:** The Company has to pay for medical check-up as well as other formats of the workers who are to be sent abroad. All these expenditures are the workers responsibility which to be compensated to the Company as they earn their wages. The Company must not charge interest rates on compensation paid by the workers. All expenditures the Company charged the workers, must be authorized by the Ministry.

**Article 10:** In controlling the workers, the Company must hold a recording book in conformity with the Ministry's model.

**Article 11:** Before sending workers abroad, the Company must report to the Ministry. During the period the workers working in abroad, the Company must report on workers careers, addresses, factories, enterprises where they are working and their accommodation, their living status as well as their communication means to enable controlling of workers.

The Company must have a reserving budget to pay for workers treatment and other emergency case. The Company must report on workers wages and financial status. It needs to coordinate the withdrawal of saving fund and interest of workers once their contract is terminated. The Company must be responsible for workers' money transfers.

**Article 12:** In case of labor conflict between workers and employers, or any hazard occurs, the Company must immediately report to the Cambodian embassies or consulates to the receiving states, and to the Ministry. In case of the conflict could not be remedied, and the case is to send to the court, the Company is responsible for hiring a lawyer to defend the workers, this payment is to be made by the Company. If the conflict or hazard occurs, remedy must be made in accordance with the receiving states' labor law.

**Article 13:** In case any worker returns home prior his/her expiring date, the Company must notify the Ministry not later than seven days, and clearly report on causes. Concerning to the workers who terminate their labor contract, the Company must notify the Ministry 45 days before their repatriation.

**Article 14:** In case of missing of any worker, the Company must immediately notify the Cambodian embassies or consulates to receiving states and to the Ministry. In case of any worker deceases, the Company must arrange repatriation of deceased worker or his/her bones to his/her family. All expenditures are to be made by the Company.

**Article 15:** In case that the Company failed to comply with articles 11 and 14, the Company must write a clear report on causes, not exceeding than 30 days. If clear written report on causes was not made, the Ministry would use the collateral of the Company to settle payment for the worker. The Company must replenish this collateral not later than 30 days.

**Article 16:** In case of problem arising at any chance, and it was not stated in this contract, the relevant parties need to negotiate based on the common interests.

**Article 17:** The two parties are strictly tasked to this contract. As long as any party violates this contract, it must be responsible for the existing law.

This contract is made in copies of Khmer version, which each party keeps it.

This contract is subject to change by the Ministry, if needed.

This contract comes into effect from the date of signature.

Made in Phnom Penh, 23 June, 2006

The "Ministry"  
The Ministry of Labor and Vocational Training  
Minister

The "Company"  
PRATHNA KHMER CO., LTD

Stamp and signature  
Vong Soth

Stamp and signature  
Suong Pheng