

AGENCY'S UNDERTAKING

I, _____ Owner or Managing Director of applicant, _____ a duly registered employment agency in Hong Kong, with office address at _____

_____ herein referred to as Agency, do hereby undertake the following duties and responsibilities as condition for the approval of my application for renewal of my accreditation or my application for additional job order, for the protection of Overseas Filipino Workers (OFWs) whom we have hired from the Philippines to Hong Kong, to wit:

GENERAL OBLIGATIONS:

1. To comply with the issuances/mandates of Philippine Overseas Employment Administration (POEA) such as, but not limited to, Governing Board Resolutions (Memorandum Circular Nos. 10, 11, 12 & 14 dated November 26, 2006);
2. To STRICTLY COMPLY with the POEA policy of “NO PLACEMENT FEE” collection from applicant and deployed Household Service Worker (HSWs);
3. To cease and desist from forcing/facilitating/misleading OFWs in applying for personal loan with any banking or financing institution and subsequently collect from them or instruct them to surrender or deposit part or the full amount of the loan granted to cover the cost of their placement fees, or any fees not allowed by Philippine or Hong Kong laws, or not consented to by the OFW;
4. To refrain from making use of the services of sub-agents, employment agencies which are licensed to do business by the Employment Agencies Administration of the HK Labor Department but are not accredited by the Philippine Overseas Labor Office/POEA, and to acknowledge that engaging in this practice could lead to the suspension or cancellation of the accredited agency's Certificate of Accreditation;
5. To brief OFW employers properly about their obligations under Employment Ordinance, Immigration Law, Employees' Compensation Ordinance, and Standard Employment contract; to apprise them of Filipino traditions and practices, example, Filipinos usually take a bath daily, Filipinos are rice-eaters which means rice and viand are the Filipinos staple foods which they usually eat three (3) times a day; and to encourage employers to provide enough time for their helper to adjust to the new work environment and Hong Kong/Chinese culture;
6. To monitor the employment of OFWs and to submit report immediately to the Migrant Workers Office – Hong Kong (MWO - HK) of significant incident relative thereto;

ARRIVAL AND ADJUSTMENT PERIOD

7. To pick up OFWs from the airport on time and bring them to the residence of their employers or to the agency's boarding house, and ensure that they apply for Hong Kong identification card and register with Philippine Consulate General within seven (7) days from arrival in Hong Kong;
8. To submit list of newly-arrived OFWs for the month detailing their names, employers, addresses, contact numbers and arrival dates to the MWO every 5th day of the following month;
9. To send newly-arrived OFWs in Hong Kong to the Post Arrival Orientation Seminar conducted by the Philippine Consulate General on the scheduled date;

PRE-TERMINATION, POST-TERMINATION AND REPATRIATION

10. To refrain from requiring OFWs to perform duties outside of the standard employment contract, whether or not in collusion with employers, in violation of the worker's conditions of stay, or in violation of the Code of Practice for Employment Agencies, or in violation of any provision of the contract thereof through a separate agreement and/or waiver signed by OFWs that they can do part-time jobs with other employers;
11. To desist from directly or indirectly encouraging employers to terminate the employment of any OFW whom they have deployed or engaged, and for whatever cause or reason;
12. To ensure that OFWs are not coerced into signing false resignation/termination letter and/or receipts of monetary entitlements and misleading agreements, such as "Mutual termination agreement or letter" signed by both employers and OFWs aimed at misrepresenting the true state of facts and/or depriving the OFWs of rights or benefits due the latter;
13. To extend assistance to OFWs in claiming monetary entitlements from their employers in cases of pre-termination of contracts. In such cases, POLO should be informed within 24 hours from the time the OFWs leave the place of work;
14. To provide stranded/pre-terminated OFWs with appropriate temporary accommodation and food, free of charge, until such time that their case/s and/or claims are settled and the aforementioned OFWs are able to find new employers at no cost to the OFWs. For this purpose, the agency shall establish and maintain a rooming or boarding house where such OFWs may be housed pending settlement/resolution of their cases;
15. To allow the aforementioned pre-terminated OFWs while in the agency's custody to freely communicate with their family and with the Philippine Consulate General.
16. To allow MWO staff to visit accommodation facilities and make inquiries as to the adequacy/reasonableness of the free food provided and on the treatment of

stranded/pre-terminated OFWs while in custody;

- 17.To refrain from holding the OFWs' passports, employment contracts, HK identification cards and other documents either on the agency's own accord or upon instruction of employers for whatever purpose(s);
- 18.To provide assistance to workers in distress, such as the sick or injured, by or those terminated in the middle of the night and left without accommodation by the employer, or brought to the police station for whatever reason;
- 19.To ensure that employers bear the cost of the OFWs' passage from their places of origin to Hong Kong and back to their places of origin upon expiry or pre-termination of contract as stipulated under clause 7 (a) and 7 (b) of the standard employment contract;
- 20.To ensure that the air ticket provided by employers to terminated workers or those who are vacationing after the completion of the 2-year contract carry a free baggage allowance of at least 30 kilos;
- 21.To refrain from sending OFW applicants to personally submit their employment contracts and other documents for verification by MWO through individual processing instead of agency contract processing;
- 22.To refrain from making any arrangement for extension or transfer of employment of a household service worker except upon prior verification and approval of MWO;
- 23.To ensure the repatriation of distress OFWs or his/ her remains including the transport of his/her personal effects including the cost attendant thereto if necessary;
- 24.To acknowledge the authority of the Migrant Workers Office of Hong Kong to impose the following administrative sanctions in case of violation of any or all of the above, as such other regulations as may be imposed by the Department of Migrant Workers (DMW) and the Migrant Workers Office in Hong Kong from time to time.

Violation	Administrative Sanction
<p>Allowing its chop and/or facilities to be used by a sub-agent, defined by the HK employment agency licensed by the HK Government to operate as an employment agency but not accredited by the Migrant Workers Office of Hong Kong, for the purpose of processing an employment contract involving an Overseas Filipino Worker, as may be evidenced by a copy of the employment contract bearing the chop of the accredited agency or by deployment reports which exceed the number of workers allowed by verified job orders.</p>	<p>Immediate suspension of the privilege to process employment contracts at MWO- HK, followed by a letter to DMW recommending the cancellation of the agency's Certificate of Accreditation.</p>
<p>Collecting commission or fees in excess of what is allowed by the HK government, or participating in a scheme whereby fees not authorized to be collected by the Philippine Government from the worker are charged against the worker in whatever artifice or manner, whether fully or installments.</p>	<p>Immediate suspension of the privilege to process employment contracts at MWO- HK, followed by a letter to DMW recommending the cancellation of the agency's Certificate of Accreditation.</p>
<p>Collecting fees from the workers for staying in the boarding house of the agency</p>	<p>One month suspension of the privilege to process employment contracts at MWO- HK. Three violations of the same kind shall merit the indefinite suspension of the authority to process employment contracts, followed by a letter to DMW recommending the cancellation of the agency's Certificate of Accreditation.</p>
<p>Withholding passport, HK Identity Card and other documents of identity for whatever reason or conniving with the employer to commit the same.</p>	<p>Immediate suspension of the privilege to process employment contracts at MWO- HK, followed by a letter to DMW recommending the cancellation of the agency's Certificate of Accreditation.</p>
<p>Failure to meet at the airport of failure to report the arrival of the worker, failure to send or bring the worker to MWO to attend the PAOS, or failure to provide assistance to sick or injured workers.</p>	<p>One month suspension of the privilege to process employment contracts at MWO- HK. Three violations of the same kind shall merit the indefinite suspension of the authority to process employment contracts, followed by a letter to DMW recommending the cancellation of the agency's Certificate of Accreditation.</p>
<p>Conniving or colluding with employer to make worker breach her condition(s) of stay.</p>	<p>Immediate suspension of the privilege to process employment contracts at MWO- HK, followed by a letter to DMW recommending the cancellation of the agency's Certificate of Accreditation.</p>

It is our understanding that the above administrative sanctions are without prejudice to any administrative proceedings that may be instituted against us at the MWO in Manila.

Singed this _____ day of _____, 201 at Hong Kong SAR.

Signature of Owner/Manager/Agency Chop

WITNESSES:

(Name and Signature)

(Name and Signature)

(Date)

(Date)