

**AFFIDAVIT OF UNDERTAKING**

( FOR DOMESTIC WORKER THRU ACCREDITED MALAYSIAN MAID AGENCY)

I, \_\_\_\_\_ with NRIC/ Passport no. \_\_\_\_\_, state under oath and affirm that as the employer of Domestic Worker (DW) \_\_\_\_\_ with Passport No. \_\_\_\_\_, I commit to comply with the following:

1. To pay the DW the basic monthly salary not lower than US\$400 or its equivalent in the current exchange rate of the local currency (RM) \_\_\_\_\_.
2. To provide the DW at least one (1) day per week, that can be any day of the week as mutually agreed by me and the DW. In case the DW is required by me or any member of my immediate household to work during the agreed rest day, I must compensate the DW at least RM \_\_\_\_\_ per worked rest day.
3. That I or any members of my immediate household shall treat the DW in humane and civilized conduct and in no way that I and the members of my immediate household shall maltreat him/her in any manner. Maltreatment can be construed as but not limited to having the DW work nonstop, working without any salary, not providing communication for the DW to contact anyone and detaining the DW at the workplace.
4. That I or any member of my immediate household shall not inflict physical harm to the DW nor exposed him/her to any situations that may endanger her physically.
5. To ensure that the passport of the DW shall remain in his/her possession at all times.
6. To allow the DW to use his/her phone and other electronic gadget during rest period.
7. That for monitoring purposes I will allow my employment agency access to the DW in person or through telephone from time to time during the entire duration of his/her employment.
8. To allow the DW to attend the mandatory Post Arrival Orientation Seminar (PAOS) being conducted by the Migrant Workers Office-KL within sixty (60) days upon verification of the POEA standard contract;
9. That in the event the DW has any unresolved grievance or work-related dispute/issue against me, I undertake to send her to my employment agency or to the Overseas Workers Welfare Administration-Kuala Lumpur (OWWA-KL) or to the Migrant Workers Office -Kuala Lumpur (MWO-KL) with the view of resolving the issue.

10. To not unilaterally terminate the Employment Contract of the DW without referring the matter to my employment agency, and to undergo the Single Entry Approach (SENA) that OWWA will conduct prior to the termination of employment.

Failure to inform or obtain clearance with the MWO-KL will make me responsible for any award or damages that the Philippine Authorities may impose against my employment agency.

11. That I will notify my employment agency at least seven (7) working days before sending the DW back to the place of origin in the Philippines, allowing my employment agency to verify if all wages have been paid. In the event the DW subsequently file a valid complaint for unpaid wages after sending him/her back to the place of origin in the Philippines, my employment agency shall have the right to recover on behalf of the DW such unpaid wages and or any compensation due to the DW.

12. That me and my immediate family hereby and severally undertake to indemnify my employment agency in full against all claims, demand action and proceeding, losses, liability cost and expenses whatsoever, which may be taken or made against the employment agency by the DW, arising from breach of the terms and conditions of the Employment contract by me or any member of my immediate family.

13. To pay for the 14-day quarantine and SWAB test of the DW upon arrival in KLIA, Malaysia; and

14. To secure "authority to enter" in Malaysia of the worker from the Malaysian Immigration.

I understand that failure on my part to comply with the above shall be a ground for the withdrawal of the DW from me by my employment agency and shall bar me from further employing Filipino DW.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

SUBSCRIBE AND SWORN TO before me at \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

MALAYSIAN NOTARY PUBLIC