

LETTER OF GUARANTEE

I,
Full name : _____

I/C No. : _____

Address : _____

state under oath and affirm that I am the Employer of the Indonesian Domestic Migrant Worker (IDMW) as:

Name of IDMW : _____

Passport No : _____

commit to comply with the followings:

1. I shall be fully responsible for the wellbeing and legal status of the IDMW during his/her employment period in Malaysia.
2. I shall sign the Contract of Employment in Malaysia to be approved by the Indonesian Mission and shall not submit application for work visa without contract of employment endorsed by Indonesia Mission in Malaysia.
3. I shall only employment the IDMW in one of the categories below as:
 - a. Housekeeper and Family Cook : Only employed in 1 (one) household consisting of family members maximum of 6 (six) persons above 5 (five) years old and without any special needs and treatments and not allowed to carry out the tasks of Child Caretaker and Elderly Caretaker ; or
 - b. Child Caretaker : Only be employed for taking care of maximum 2 (two) children up to 15 (fifteen) years old without requirement for special treatment non-medical or maximum 1 (one) child up to 15 (fifteen) years old who requires special treatment non-medical (not include illnesses that require special needs such as down syndrome and autism)and not allowed to carry out the tasks of Housekeeper and Family Cook; or
 - c. Elderly Caretaker : Only be employed for taking care of a maximum 1 (one) elderly or sick adult person who requires special treatment non-medical (not include illnesses that require special needs such as down syndrome and autism) and not allowed to carry out the tasks of Housekeeper and Family Cook.
4. I shall pay the wage of the IDMW on a monthly basis not later than the seventh day of the following month directly to his/her bank account at the amount as stated in the Contract of Employment. In the event that the IDMW has not worked for one full month, the amount of wage shall be calculated at pro-rate basis.
5. Failure to pay the wage on time shall result in obligation for I to pay the outstanding wages of the IDMW and additional penalty or damage imposed by the court.
6. Failure to pay the wage in two months consecutively shall result in the IDMW's right to terminate the Contract of Employment. Such termination shall not affect I's obligation to pay the outstanding mount of wages.
7. I shall facilitate the IDMW to open his/her personal bank account in Malaysia for the purpose of transferring his/her employment wage, and shall guarantee that the IDMW has full access to his/her personal account.
8. I shall be responsible for the following payments fees: Perkeso/Socso, health insurance, BPJS ketenagakerjaan, work pass, annual levy, passport.
9. I through the authorized MRA shall renew the IDMWs' Work Pass 3 (three) months before the expiry date. Any fee, penalty or compound due to the failure of I to do so shall be borne by I. I shall be responsible for the IDMW who has failed to obtain the Work Pass renewal and shall undertake efforts for the release of the IDMW who is detained by the authorities due to these circumstances.
10. Subject to mutual consent of me and IDMW, I may renew the Contract of Employment. The renewal of Contract of Employment shall be made through One Channel System via an authorized MRA at least 3 (three) months before the expiration of the Contract of Employment. All of the fee in relation to the process of renewal of the Contract of Employment, Work Pass and Passport shall be borne by me.

Initial :

11. In the event of death of the IDMW, I shall pay the cost of funeral, repatriation of the remains, and personal belongings to his/her place of origin in Indonesia and transfer the total balance of his/her saving including the outstanding salary to his/her next of kin in Indonesia. I shall report to the nearest Labour Department, Social Security Organizations (SOCSO) Office, Indonesian Missions, and MRA in the event of injury or death of the IDMW during the period of employment.
12. For acceptable and proven medical reasons, I shall allow the IDMW to rest and continue to receive his/her regular wage.
13. In the event of the IDMW is ill during the employment period, I shall be responsible for the expenses of medical treatment of the IDMW and pay for the expenses of medical treatment of the IDMW which are not covered by health insurance policy that may arise during the employment period.
14. I shall at all times respect and pay due regards to the traditions, customs, and religious beliefs of the IDMW, including the right to perform prayers and to refuse to handle any work or consume products against his/her religious beliefs.
15. I shall provide the IDMW with sufficient daily meals or equivalent monetary allowance and proper accommodation with basic amenities, electricity, light, and water supply.
16. I shall furnish the IDMW at least 1 (one) rest day per week.
17. In the case that the IDMW agrees to work on his/her rest day, I shall compensate the total rest day taken equivalent to the certain amount of money as agreed upon in the Contract of Employment.
18. I shall ensure that the IDMW has a minimum of 10 (ten) hours rest per day, in which 7 (seven) hours out of 10 (ten) hours shall be an uninterrupted rest.
19. In the event that I migrates to another country for whatever purposes, I shall terminate the Contract of Employment and fulfil the IDMW's rights as well as bear all the cost for his/her repatriation to Indonesia.
20. I shall not withhold or confiscate passport and/or personal documents of the IDMW for any reasons.
21. I shall guarantee the IDMW's access of communication to his/her family, relevant authorities in Malaysia, and Indonesian Missions in Malaysia through any means of communication, among others his/her mobile phone.
22. I shall furnish the Malaysian Labour Department particulars of the IDMW including the IDMW's dependant within 14 (fourteen) days from the commencement of the employment.
23. The repatriation cost of the IDMW from his/her place of work to his/her place of origin in the Republic of Indonesia shall be borne by me after the completion or termination of the Contract of Employment. Prior to the repatriation, I shall ensure that the total balance of IDMW's savings including the outstanding wages has been given to the IDMW.
24. I may not bear the repatriation cost of the IDMW from his/her place of work to his/her place of origin in the Republic of Indonesia in the event the IDMW violates the terms and conditions of the Contract of Employment.
25. I, prior to the repatriation of IDMW, shall notify and provide all related information to the Indonesian Mission through MRA, including but not limited to the itinerary and the proof of fulfilment of IDMWs' rights.
26. I shall immediately report to the MRA should they become aware of any circumstances relating to the Contract of Employment of the IDMW that may turn into a dispute.
27. I shall guarantee that all data and signatures in documents uploaded in the system are valid and original.
28. I, within 24 (twenty-four) hours, shall report to the relevant authorities in Malaysia and MRA in the event that the IDMW abscond.
29. I shall obey all regulations and government rules of both countries including regulations/policy that have been issued by Indonesia Missions in Malaysia.

I understand that failure on my part to comply with the above shall be a ground for my exclusion and blacklist from further employ of IDMW, and shall warrant for the filing of appropriate case against me.

Date _____, 2023

Signature

[Employer Name]