



ETHICAL RECRUITMENT UNDERTAKING

I, _____ of
_____ with address at
_____ and with HK
License to Operate an Agency valid until _____, and POEA
Accreditation Certificate No. _____, valid until
_____, hereby undertake to do the following as a condition for the
original issuance/renewal of my company's accreditation with the Philippine Overseas Labor
Office/Philippine Overseas Employment Administration (POLO/POEA), or to support my
application for additional job order:

- 1) That I shall not engage in business practices in the recruitment, deployment and placement of migrant domestic workers in Hong Kong that will make them vulnerable to the risks of human trafficking for the purpose of forced labor, forced labor and modern day slavery;
- 2) That I shall not interfere with, persuade, entice, mislead or compel the Filipina domestic helper whom I have recruited, deployed, and placed in Hong Kong to obtain a loan or any financial product with any financial institution or moneylender in Hong Kong, whether or not such loan is for the direct benefit of the domestic helper and/or her family or for the payment of any commission or fee for my company or the Philippine recruitment agency I have partnered with;
- 3) That I shall not allow the Filipino domestic helpers whom I have recruited, deployed, and placed in Hong Kong to make their exits to Macau for whatever reason, or to exit the Philippines as tourists and pick up their work visa in Macau or some other third country before entering Hong Kong;
- 4) That I shall not withhold the workers' passport, Hong Kong ID or any identity card for whatever reason or purpose;
- 5) That I shall place the Filipino domestic helpers whom I have recruited or deployed to employers whom I know and thoroughly assessed to be an employer qualified under the rules of the Immigration Department to hire a migrant domestic worker, or who has no adverse record of abusing or maltreating migrant domestic workers;



- 6) That neither I, nor any of my company staff or officers, or any other person acting in my behalf, or in behalf of the company, shall charge, collect or receive any money from the migrant domestic worker in payment of any fee or commission in excess of what is allowed under Hong Kong and Philippine laws;
- 7) That I shall keep and maintain a shelter of suitable size and facilities for the migrant domestic helpers I have deployed and placed in Hong Kong, free of charge, but who need temporary shelter as a result of having been released and or terminated by the employer, or just for taking rest on their rest days, the expenses for the upkeep of which shall not be passed on to the migrant domestic workers;
- 8) That I shall visit or attend to the migrant domestic workers I have deployed and placed in Hong Kong who have fallen ill, been hospitalized, or who requires urgent medical attention;
- 9) That I shall not connive with my partner Philippine recruitment agency in the charging, collection, receiving or remittance of any fee or commission in payment of any placement fee, training fee, or such other fees not allowed under POEA rules and regulations, or training fees clearly in excess of reasonable rates for the training actually and competently provided to the migrant domestic workers;
- 10) That I shall be responsible for orienting and providing knowledge and information to my client-employers about their responsibilities to their migrant domestic helpers, and how to treat them decently, and how to make an effort to understand their situation being away from their loved ones, and just trying to earn a living in Hong Kong to be able to support their families, and to advise them to stay away from harmful influences such as the pernicious influence of moneylenders; and that a Certificate of Attendance to this orientation be submitted along with the other documentation for the verification of an employment contract at POLO Hong Kong;
- 11) That it is likewise my responsibility to provide support and assistance to migrant domestic workers coming to work for the first time in helping them settle and socially integrate, as well as give them relevant information, such as what to do when seeking the assistance of the police, the Philippine Consulate-General and the Philippine Overseas Labor Office, hospital and churches;



- 12) That I shall not interfere with the exercise by the migrant domestic helpers I have deployed and placed in Hong Kong of their right to self-organization, including the right to join associations of migrant domestic workers of their choice;
- 13) That I accept and recognize the right of POLO-Hong Kong and the POEA to cancel or suspend my accreditation if I violate any of the above undertakings, and to return the Certificate of Accreditation to the POLO-Hong Kong, in case of suspension.
- 14) That in case of assumption of responsibility from an accredited agency whose job order has been exhausted, I understand my obligations as the transferee and undertake to answer and be liable for any claim(s) which the recruited workers under these contracts or any violation of POEA and POLO Rules which may be committed by the agency

_____.

Name/Signature of Affiant/Agency Chop

Subscribed and sworn to before me this _____th day of _____, 20____, the affiant exhibiting his/her Hong ID No. _____.