

Model Contract of Employment for Hiring Indian Nationals as Domestic Workers

This Contract is made on this _____ day of _____ in the year _____ between _____ I/C No. _____ of _____ (hereinafter referred to as the Employer) of the one part and _____ Holder of Indian Passport No. _____ of _____ (hereinafter referred to as the Domestic Worker) of the other part.

It is hereby agreed as follows:

1. Duration of the Contract *Masa Perjanjian*

- (a) The Employer shall employ the domestic worker in accordance with the terms and conditions of this Contract and subject to the provisions of the relevant laws, regulations, rules, policies and directives of Malaysia.
- (b) This Contract shall commence from the date of the arrival of the Domestic Worker at the Employer's home.
- (c) The Domestic Worker shall continue in the employment under the terms and conditions of this Contract for a period of _____ (_____) years or until such time the Contract is terminated in accordance with the terms and conditions of this Contract.

2. Place of work / residence of Domestic Worker

The Domestic Worker shall work and reside only at _____ during the duration of the Contract.

3. Duties and Responsibilities of the Domestic Worker

- (a) The Domestic Worker shall work only with the Employer and shall not seek employment or be employed elsewhere.
- (b) The Domestic Worker shall comply with reasonable instructions of the Employer in the performance of the assigned household duties.
- (c) The Domestic Worker shall perform diligently, faithfully and sincerely all household duties assigned by the Employer which shall not include commercial activities.
- (d) The Domestic Worker shall not use or take advantage of the Employer's possessions without Employer's permission.
- (e) The Domestic Worker is expected at all times to observe proper attire and shall be courteous, polite and respectful to the Employer and family members of the Employer.
- (f) The Domestic Worker shall abide by the laws, rules, regulations, national policies and directives of Malaysia and respect the customs and traditions of Malaysia.

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For the purposes of this clause, misconduct includes the following:

- (i) working with another Employer.
- (ii) Disobeying lawful and reasonable order of the Employer.
- (iii) Neglecting the household duties and habitually late for work.
- (iv) is found guilty of fraud and dishonesty.
- (v) Is involved in illegal and lawful activities.
- (vi) permitting outsiders to enter the employer's premises or to use the Employer's possessions without Employer's permission.
- (vii) using the Employer's possessions without the Employer's permission.

Provided always that the Employer terminating the Contract under this clause shall provided proof of existence of such situation upon request of the Domestic Worker.

8. Termination of Contract by the Domestic Worker

The Domestic Worker may terminate this Contract without notice if :

- (i) The Domestic worker has reasonable grounds to fear for his or her life or is threatened by violence or disease.
- (ii) the Domestic Worker is subjected to abuse or ill-treatment by the Employer. or
- (iii) The employer has failed to fulfil his obligation under paragraph 5.

9. General Provisions

Ketentuan umum

- (a) Transportation cost from the Domestic Workers's original exit point in India to the place of employment shall be borne by the employer.
- (b) In the event that the Contract is terminated by the employer on the ground that the Domestic Worker has committed misconduct, the Domestic Worker shall bear the cost of his/her repatriation.
- (c) The repatriation cost of the Domestic Worker from the place of employment to the original exit point in India shall be born by the Employer in following circumstances.
 - (1) at the completion of Contract of Employment.
 - (2) termination of the Contract of Employment by the Employer. or
 - (3) termination due to non compliance of the terms and conditions of the Contract of Employment by the Employer

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(d) Any dispute arising between the Employer and the Domestic Worker concerning the ground for termination of the Contract of Employment pursuant to Paragraph 7 or 8 of this Contract shall be dealt with in accordance with the applicable laws in Malaysia

(e) For the purpose of this Contract, the terms "original exit point" shall mean _____ in India

10. Extension of the Contract

Notwithstanding the expiry of the duration of the Contract, the Employer and the Domestic Worker may agree that this Contract may be extended based on similar terms and conditions therein.

11. Time is Essence *Waktu adalah Pokok*

Time whenever mentioned shall be essence of this Contract in relation to all provisions of this Contract.

12. Governing Law *Hukum yang berlaku*

This Contract is governed by, and shall be constructed in accordance with the laws of Malaysia.

IN WITNESS WHERE OF, the parties to this Contract have hereunto affixed their signature this _____ day of _____ 20__

Employer,

Domestic Worker,

Name :
Date :

Name :
Date :

Witnessed by,

Witnessed by,

Date :

Date :