

**AGREEMENT**  
**Concerning the Placement of Filipino Health Professionals in Employment**  
**Positions in the Federal Republic of Germany**

WHEREAS, both countries desire to strengthen existing friendly relations between them, through the development of cooperation in the area of labor;

WHEREAS, there is a need to strengthen mechanisms for discussion and settlement of concerns related to labor cooperation between both countries, based on the laws and regulations prevailing in both countries;

WHEREAS, Germany requires health professionals for its labor market to address the health needs of its citizens;

WHEREAS, the Philippines wishes to assist Germany in finding a solution to the skills shortage;

WHEREAS, the placement and employment of Filipino health professionals in Germany under S18 Residence Act, in conjunction with S30 Employment Regulations(Attachment 1) is only possible, provided that the job placements take place within a preferred framework of an agreement between German and Philippine public employment services concerning placement procedures and selection of workers;

WHEREAS, public-to-public placement of Filipino health professionals is allowed under Section 14 of Republic Act 10022, (Attachment 2);

The Philippine Overseas Employment Administration (POEA)

And

The Federal Employment Agency (Bundesagentur fuer Arbeit,BA)

Agree to the following procedures:

**Article I. General Principles**

**A. Parties to the Agreement**

The Parties responsible for job placements are

on the Philippine side:

The Philippine Overseas Employment Administration (POEA)

And on the German side:

The Federal Employment Agency (BA) through the International Placement Services

(ZAV)

Hereinafter referred to as the Parties

## **B. Areas of Cooperation**

The Parties will work directly together on the implementation of this Agreement.

The Parties agreed on the following areas of cooperation:

1. Regulation on the deployment of Filipino health professionals;
2. Preservation, promotion and development of Filipino health professionals' welfare in accordance with existing laws;
3. Exchange ideas and information about their experiences with the aim of improving and simplifying job placement procedures; and,
4. Other relevant technical and human resource development cooperation and continuing studies in the area of labor.

## **C. Responsibilities of the Parties:**

The Parties shall have the following obligations:

1. Ensure that the recruitment and deployment of Filipino health professionals under this Agreement shall be in accordance with the existing laws, procedures, guidelines and regulations of each country.
2. Ensure that the Filipino health professionals to be deployed are in possession of appropriate employment contract (Attachment 3) duly signed by both the health professionals and employer concerned prior to their departure from the Philippines.
3. Ensure that the health professionals are provided with proper briefing/orientation prior to their departure on relevant laws, regulations, policies, procedures, norms, cultures and practices in both countries of origin and destination relative to their deployment.

## **D. Proviso concerning Employment Markets**

The placement of Filipino health professionals from the Republic of the Philippines in jobs in the Federal Republic of Germany will take into account the interests of both countries concerning their respective employment markets.

## **E. Working conditions.**

Filipino health professionals may not be employed in the Federal Republic of Germany under working conditions less favorable than those for comparable German workers.

## **F. Social Security**

Filipino health professionals are subject to compulsory insurance in the German social security system (health and long-term care insurance, pension, accident and unemployment insurance).

## **G. Employee Accommodations.**

Employers must provide adequate accommodations to the Filipino health professionals, or ensure that they have adequate accommodations. These accommodations must meet the requirements of the Regulations on Workplaces (Workplace Regulation – ArbStattV) issued August 12, 2004, and the accompanying Technical Regulation ASRA4.4 "Accommodations".

## **H. Exclusion of Employers from Job Placement**

The Parties to this agreement reserve the right to exclude those employers who are in violation of the principles referred to in Article 1, Paragraphs E to G.

## **Article II Job Placement Procedures**

### **A. Request for Health Professionals**

Filipino health professionals will be requested by employers in the Federal Republic of Germany.

The ZAV will submit a job description to the POEA for use in the selection of candidates.

For the placement of health professionals, the template in the Attachment 3 will be the binding bilingual employment contract.

### **B. Supply and Demand for Health Professionals**

Both will keep themselves up-to-date regarding the supply and demand for health professionals, according to their respective national laws and regulations as well as about the essential aspects of professional equivalency and linguistic requirements imposed on Filipino health professionals in order to be accredited by the German government as nurses. All candidates shall receive a bilingual leaflet covering the necessary procedures imposed by the German side that need to be followed by prospective Filipino health professionals in order to gain recognition by the German government as nurses.

### **C. Selection Interviews in the Republic of the Philippines**

The ZAV, with the assistance of the POEA, shall conduct job interviews where representatives of German employers may participate.

### **D. Unauthorized recruitment in the Republic of the Philippines**

Under German law, job placements of Filipino health professionals, as well as their recruitment in the Republic of the Philippines, may only be carried out by the BA through the ZAV. Requests by name, based on unauthorized recruiting or job placements in the Republic of the Philippines, may not be processed.

### **E. Visas**

The "approval certificate" from the ZAV (Attachment 4) forms the basis for the application and issuance of a visa at the Embassy of the Federal Republic of Germany in the Republic of the Philippines.

### **F. New Job Placements**

In cases where, through no fault of the Filipino health professionals, the employment contract does not materialize, or is terminated prematurely subsequent to the health professional's arrival in Germany, the relevant BA/ZAV service center will endeavor to arrange for a suitable new position.

### **G. Administrative Expenses**

The BA and the POEA will bear the administrative costs incurred by their respective sides.

### **H. Foreign Employer Guarantee Fund (FEGF)**

The Employer, through the BA/ZAV, shall, in accordance with Philippine law, pay the amount of USD50 as Foreign Employer Guarantee Fund (FEGF) for every health professional hired through the POEA. The FEGF shall answer for claims for breach of contractual obligation.

## **Article III Labor Contract**

There will be a standard bilingual labor employment contract (Attachment 3) to be used for the placement of health professionals under this cooperation framework. The BA and POEA will make efforts to ensure observance of health professionals' rights.

**Article IV  
Human Resource Development**

Both Parties will explore projects to sustain and promote human resource development in the Philippines. This will be determined as Priorities for Collaboration and Cooperation. The Parties will work to ensure that the implementation of these projects will be mutually beneficial for the Parties.

**Article V  
Joint Committee**

A Joint Committee shall be formed consisting of the representatives led by a Senior Official from the Parties, which shall fulfill the following tasks:

1. Adopt implementing guidelines for this Agreement;
2. Monitor and evaluate/assess the implementation of this Agreement;
3. Make necessary recommendation to resolve disputes arising from the implementation and the interpretation of the provisions of this Agreement;
4. Recommend proposals to amend the Articles of this Agreement;
5. Conduct periodic meetings in the Philippines and Germany alternately on a date and place mutually agreed by both Parties.

**Article VI  
Settlement of Disputes**

Any dispute between the Parties arising out of the interpretation or implementation of the Agreement shall be settled amicably by consultations or negotiations, through diplomatic channels.

**Article VII  
Implementing Guidelines**

The Parties will adopt the implementing guidelines of this Agreement.

**Article VIII  
Amendment**

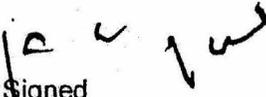
Any amendment or revision to the text of the Agreement shall be done by mutual consent of the Parties. Such amendment or revision shall enter into force in accordance with the provision on entry into force.

**Article IX  
Validity and Duration**

This agreement will come into effect on the date of the written notification by the Philippines Side, through diplomatic channels, indicating that the domestic requirements for its entry into force have been complied with.

This agreement may be terminated in writing by either party no later than June 30 of each year, to take effect on December 31<sup>st</sup> of that year.

Manila, Philippines  
19 March 2013

  
Signed  
**HANS LEO J. CACDAC**  
Administrator  
Philippine Overseas Employment Administration

  
Signed  
**MONIKA VARNHAGEN**  
Director  
Federal Employment Agency/  
International Placement Services  
(BA/ZAV)