

MEMORANDUM OF AGREEMENT (FOR DIRECT-HIRE)

Parties to this agreement are to retain a signed copy of this agreement.

This Agreement is dated _____ and made between:

(A) Full Name of Employment Agency (“ Agency ”)	:	
Employment Agency License Number	:	
Registered Business Address	:	
(B) Full Name of Employer (“ Employer ”)	:	
NRIC/Passport Number	:	
Address	:	

It is hereby agreed between the parties that:

The below Migrant Domestic Worker (**MDW**) is a direct-hire of the aforesaid Employer and as such there is no binding contract between the Employer and Agency.

MDW Name (“ MDW ”)	:	
Passport No.	:	
WP/Fin No. (if any)	:	

Notes : For Direct-hiring transactions or Employment Agency who performs only administrative work without providing any matching services, the Refund of EA Service Fee does not apply. Please refer to <https://www.mom.gov.sg/employment-agencies/refund-of-ea-service-fee>

1. APPOINTMENT OF SERVICES

The Agency shall only be responsible for the Agency services as follows:-

PART B: Service Fees		S\$
Total Service Fees:		
PART C: 3rd Party Costs		S\$
Payment of Total Service Fees and Total 3rd Party Costs shall be made as follows:		Total 3rd Party Costs:
1 Deposit - On confirmation of MDW through Biodata : _____		Total Service Fees +
2 Final Payment - When the MDW reports for work : _____		3rd Party Costs:

2. REFUND POLICY

The Employer shall be entitled to the following refunds of the service fee (if any) less the administrative charge including any food & lodging costs incurred by the Agency within _____ week(s) if the Employer terminates the agreement orally, in writing or by conduct with the Agency in accordance to the following circumstances:

	Event	Administrative Charge
i	Before the submission of the Work Permit application to MOM	
ii	After the submission of the Work Permit application to MOM	
iii	If the application is rejected by MOM	
iv	After the In-Principal Approval by MOM but before MDW arrives Singapore	
v	After the In-Principal Approval by MOM and after MDW arrives Singapore	
vi	After the In-Principal Approval, by MOM, relating to MDW on transfer	

3. UPON ARRIVAL OF MDW

Should the MDW fails to meet the mandatory entry requirements, (where the Agency will not be held liable) and have to be repatriated; the Employer shall not be entitled to the refund of any of the Agency service fees paid to the Agency.

Mandatory Entry Requirements refer to:

i	Medical Examination upon MDW's arrival
ii	MDW has no adverse/criminal record and is not barred from entry into Singapore
iii	MDW is not less than 23 years of age
iv	A new MDW has undergone a minimum of 8 years of education and has an acceptable school certificate

All repatriation costs will be borne solely by the Employer.

The MDW remains wholly the responsibility of the Employer.

4. **Miscellaneous**

The Employer shall observe and comply with all laws and regulations and government policies (including but not limited to The Employment of Foreign Workers Act, The Immigration Act, The Immigration Regulations) which may be made from time to time.

It is the Employer's responsibility to receive or send the MDW from/to the premises of the Agency for reasons pertaining to deployment, re-deployment (MDW seeking new employer) or counseling (unless otherwise specified by the Agency).

Agreed And Duly Signed By:



Signature of Employer/ Client

Employer/ Client Name
NRIC or Passport No.
Date

Signed for and on behalf of Agency

Name of EA Personnel
EA Reg. No.
Date