

Employment Agencies Licence Conditions for Comprehensive Licence

Applicability of Conditions

Unless otherwise stated, this set of EA Licence Conditions apply to all categories of Comprehensive Licences, namely —

- (a) Comprehensive Licence (All);
- (b) Comprehensive Licence (Non-Foreign Domestic Worker); and
- (c) Comprehensive Licence (Local).

“Comprehensive Licence (All)” refers to a licence that covers work or activity for or in connection with the employment of all jobseekers or the placing of a person in a job, regardless of nationality.

“Comprehensive Licence (Non-Foreign Domestic Worker)” refers to a licence that covers work or activity for or in connection with the employment of all jobseekers or the placing of a person in a job, regardless of nationality, with the exception of foreign domestic workers.

“Comprehensive Licence (Local)” refers to a licence that covers work or activity for or in connection with the employment of only Singaporean or Singapore Permanent Resident job seekers or the placing of only Singaporeans or Singapore Permanent Residents in a job.

Definition

A. In this set of EA Licence Conditions, unless the context otherwise requires —

“Applicant” means any person who, for the purposes of seeking employment, engages the services of the licensee to perform any work or activity for or in connection with the employment of persons;

“Commissioner” means the Commissioner for Employment Agencies appointed under section 3(1) of the Employment Agencies Act (Cap 92);

“Controller of Work Passes” means the Controller of Work Passes, Deputy Controllers of Work Passes, and Assistant Controllers of Work Passes appointed under section 3 of the Employment of Foreign Manpower Act (Cap 91A);

“Controller of Immigration” means the Controller of Immigration appointed under section 3 of the Immigration Act (Cap 133);

“EA alerts” refer to announcements, guidelines, and instructions, periodically published and disseminated by the Commissioner to all employment agencies, their key appointment holders and employment agency personnel, relating to the proper operation and expectations placed on all employment agencies licensed under the Employment Agencies Act (Cap 92);

“Employer” means any person who engages the services of another person under a contract of service, and includes —

- (a) for the purposes of an application for a work pass, any person who has the intention or purports to have the intention to employ a foreign employee; or

(b) in a case where a foreign employee has or had a valid work pass, any person specified in the work pass as the employer of the foreign employee; or

(c) any person who, directly or through another person, for the purposes of seeking or engaging an employee, engages the services of the licensee to perform any work or activity for or in connection with the employment of persons;

“Employment agency personnel” has the same meaning as in the Employment Agencies Act (Cap 92);

“Foreign domestic worker” and “FDW” means any foreigner whose occupation stated in the application for a work permit is “domestic worker”;

“Foreign employee” has the same meaning as in the Employment of Foreign Manpower Act (Cap 91A);

“Foreigner” means any person who is not a citizen or permanent resident of Singapore;

“Immigration officer” means any person appointed under section 3 of Immigration Act (Cap 133);

“Key appointment holder” has the same meaning as in the Employment Agencies Act (Cap 92);

“Rules” means the Employment Agencies Rules 2011.

General

1. (a) All categories of Comprehensive Licence will not cover any work or activity for or in connection with placing a foreigner in a training program, or obtaining a training employment pass, or a training work permit for the foreigner.

(b) Comprehensive Licence (Local) will not cover any work or activity for or in connection with the employment of one or more foreigners in any capacity.

(c) Comprehensive Licence (Non-Foreign Domestic Worker) will not cover any work or activity for or in connection with the employment of one or more foreigners as foreign domestic workers in any capacity.

2. The licensee will operate the licensee’s employment agency in accordance with the Employment Agencies Act (Cap 92), Rules, the conditions of this licence, and to any EA alerts.

3. (a) The licensee will, at all times, have at least one key appointment holder who is registered with the Ministry of Manpower under the licensee’s employment agency.

(b) The licensee will obtain the written approval of the Ministry of Manpower prior to any change of key appointment holders of the licensee’s employment agency.

(c) The licensee will also inform the Ministry of Manpower of any change in registration details made with the Accounting and Corporate Regulatory Authority (ACRA).

4. (a) The licensee will ensure that the full name and licence number of the licensee's employment agency are stated in:

(i) any signboard bearing the name of the employment agency and is visible to the public;

(ii) any document issued or sent to any other party in the course of the employment agency's performance of any function as an employment agency (including but not limited to invoices, receipts, service agreements, employment contracts and correspondence (whether electronic or otherwise));

(iii) any advertisement publicising any work or activity for or in connection with the employment of persons (such as but not limited to the employment agency's website, name cards, pamphlets and publicity material published on any social media platform); and

(iv) any advertisement (whether electronic or otherwise) distributed to the public by any other person on the licensee's behalf.

(b) The licensee will ensure that:

(i) any document referred to in Licence Condition #4(a)(ii) contains the full name and registration number of any employment agency personnel involved in that particular matter, as stipulated in the employment agency personnel's registration card; and

(ii) any advertisement referred to in Licence Condition #4(a)(iii) or (iv) above which makes reference to any specific employment agency personnel, contains the full name and registration number of the employment agency personnel, as stipulated in the employment agency personnel's registration card.

4A. (a) This Licence Condition #4A will not apply to any work or activity for or in connection with the referral and placement of one or more FDW.

(b) On or after 1 October 2020, the licensee will brief existing and new employers, who engage the licensee's services, at least once on the prevailing guidelines on recruitment in the Tripartite Guidelines on Fair Employment Practices ("TGFEF"). The licensee will refer to the prevailing chapters (as amended from time to time) on Consistent and Fair Selection Criteria; Hiring and Developing a Singaporean Core; and Recruitment of the TGFEF for the list of the guidelines on recruitment. The licensee will also brief the employer of any subsequent changes to the guidelines on recruitment. The licensee will retain documentary proof (including but not limited to electronic correspondences to the employer) that the licensee had briefed the employer on the guidelines on recruitment in the TGFEF (including any subsequent changes to such guidelines) and furnish it as and when requested by the Ministry of Manpower.

(c) In every job advertisement, the licensee will state the selection criteria clearly and not use any language that is discriminatory, including language that excludes Singaporeans, or indicates preference for non-Singaporeans.

(d) The licensee will make reasonable efforts to attract Singaporeans for every job order from the employer, unless the employer instructs the licensee otherwise. If the employer instructs the licensee otherwise, the licensee will obtain the employer's acknowledgement using the prescribed form attached as Annex A1. The licensee will retain Annex A1 for one (1) year from the date of signature and furnish it as and when requested by the Ministry of Manpower.

(e) The licensee will shortlist and refer applicant(s) to the employer based on merit and not discriminate against applicant(s) on ground(s) which is irrelevant to the job position. Examples of such ground(s) include age, race, gender, religion, marital status and family responsibilities, or disability. The licensee will ensure that all Singaporean applicants are considered fairly for all job positions.

(f) The licensee will retain the following information on the recruitment process for one (1) year from the date the licensee refers the applicant to the employer, and furnish it as and when requested by the Ministry of Manpower:

- i. Number of Singaporean applicants for the job position;
- ii. Number of Singaporean applicants referred to and placed with the employer;
- iii. Name and contact information of all Singaporean applicants;
- iv. All written and electronic correspondences between the licensee and the applicants and between the licensee and the employer concerning an applicant's suitability for the job position; and
- v. Where applicable, proof of job advertisements posted and duration of the advertisements.

5. (a) The licensee will not, unless with the appropriate written consent from the employer or applicant (as the case may be), directly or indirectly give, divulge, or reveal to any persons any information whatsoever regarding any applicant or employer, which information the licensee's employment agency acquired or requested for in the course of their employment agency work. The licensee will ensure that the collection, use, and disclosure of such information will be in line with the requirements of any prevailing law. This condition will not apply in the case where the information is required for the purpose of any investigations under any law, or as and when the Commissioner may require such information.

(b) This Licence Condition #5(b) will not apply to any work or activity for or in connection with the referral and placement of one or more FDW. For the purpose of assisting the Ministry of Manpower in determining if reasonable efforts have been made to support the fair recruitment of Singaporeans, the licensee must:-

(i) For every applicant referred to the employer for a permanent or contract job position of at least six (6) months with a fixed monthly salary of \$3,300 and above, collect the following information:

- i. the Unique Entity Number (UEN) of the employer to whom the applicant is referred;
- ii. the National Registration Identification Card (NRIC) number or Foreign Identification Number (FIN) of the applicant referred to the employer;
- iii. the occupation and corresponding 5-digit Singapore Standard Occupational Classification (SSOC) 2015 code of the job position; and

iv. The date the licensee referred the applicant to the employer.

(ii) Retain such information with supporting documents for a period of one (1) year, starting from the date the licensee refers the applicant to the employer; and

(iii) Furnish the information, as and when requested by the Ministry of Manpower.

(c) For all work pass applications made by the licensee, the licensee will retain possession of all original documents or copies of such documents (and such documents may be retained in an electronic form) as laid out in Annex A, for a minimum period of 3 years starting from the date of any work pass application and any work pass renewal.

(d) The periods stipulated in this Licence Condition #5 do not affect any other statutory requirement that may require the retention of documents or records for other purposes, or for a different period of time.

6. The licensee will provide information, documents, and statements which are true and correct as and when required by the Ministry of Manpower.

6A. (a) The licensee will take all reasonable measures to ensure that all of the licensee's employment agency staff and partners or directors report any breach of any of the following Acts of Parliament and their related subsidiary legislation of which they are aware, by any person placed by the licensee, or by any employer with whom the licensee has placed a person, to the licensee, if the breach is committed in connection with any employment pursuant to a placement by the licensee. This obligation is without prejudice to the licensee's common law right of the privilege against self-incrimination.

Employment Agencies Act

Employment of Foreign Manpower Act

Employment Act

Work Injury Compensation Act

(b) The licensee will report to the Ministry of Manpower, any breach stated in Licence Condition #6A(a), of which the licensee is aware (whether personally or which has been informed to the licensee pursuant to Licence Condition #6A(a)).

Employment of Foreign Employees

7. The licensee will, for all foreign applicants, perform verification checks to ensure that all the prevailing entry requirements imposed on the foreigner by the Ministry of Manpower are fulfilled by the foreigner. The standard of verification checks to be performed by the licensee for any FDW will be minimally in line with the standard as set out in Annex B.

8. (a) ***In the course of promoting the licensee's services***, if the licensee wishes to inform any employer seeking a foreign employee any fees or costs which are payable by the employer to comply with any

legal or administrative requirements imposed by MOM in respect of the prospective application, such as but not limited to security bond, foreign employee insurance, and safety courses, whether in itself or together with other fees payable by the employer, the licensee will not misrepresent such fees or costs, and will provide the breakdown of each such fee or cost to the employer in writing.

(b) Notwithstanding Licence Condition #8(a), **when the services of the licensee have been engaged** by any employer seeking a foreign employee, the licensee will sign a written agreement with the employer, which will state accurately and clearly the breakdown of each fee or cost payable by the employer to comply with any legal or administrative requirements imposed by MOM in respect of the application.

9. The licensee will obtain authorisation from the employer, prior to performing any form of work pass transaction with the Ministry of Manpower on the employer's behalf. Such authorisation must be obtained digitally via the Singapore Personal Access (Singpass) application, or in writing in such form as may be prescribed by the Commissioner.

9A. The licensee will ensure that the foreign employee's copy of the In-Principle Approval (IPA) letter, in its entirety as furnished by the Ministry of Manpower, is received by the foreign employee. The licensee will take all necessary steps to ensure that the IPA letter is received by the foreign employee within a reasonable time period prior to the foreign employee's departure for Singapore. The reasonable time period must be in accordance with the requirements set out in Annex C.

9B. The licensee will keep proper documentation of the steps taken by the licensee to ensure the timely receipt of the In-Principle Approval letter by the foreign employee.

9C. The licensee will allow the foreign employee to keep the In-Principle Approval letter.

10. The licensee will not enter into agreements with the foreign employee to retain and / or transfer the passport or work pass of that foreign employee except for the purpose of procuring employment for the foreign employee.

11. (a) Subject to Licence Condition #11(b), the licensee will, within a timeframe stipulated by the Ministry of Manpower, repatriate and bear the full cost of repatriating any foreigner brought into Singapore by the licensee to the international port of entry within the foreigner's home country that affords reasonable access to the foreigner's home town if a work permit is not issued, or if a work permit is revoked for contravention of Licence Condition #7, or if the foreigner is not placed in employment. The licensee will not require or cause the foreigner to bear all or part of the repatriation cost. In the event of any dispute about the international port of entry to which the foreigner will be repatriated, the dispute will be referred to the Commissioner, whose decision will be final.

(b) The licensee may repatriate the foreigner to a destination other than the foreigner's home country:
(i) if the foreigner so requests, and the Commissioner is informed by the licensee of the licensee's intention to do so, before the repatriation occurs; or
(ii) if the Commissioner so determines.

11A. Unless requested by the Controller of Immigration or the Controller of Work Passes, the licensee will not repatriate or aid to repatriate the foreign employee without first taking reasonable steps to ensure that such repatriation would not frustrate or deny any statutory claim that has been filed or is intended to be filed by the foreign employee for salary arrears under the Employment Act (Cap. 91) or work injury compensation under the Work Injury Compensation Act (Cap. 354).

11B. Subject to Licence Condition #11C, the licensee will not repatriate or aid to repatriate a foreign employee who is or was a work permit holder (excluding any foreign employee referred to in Condition #11(a)), to a destination other than to the international port of entry within the foreign employee's home country that affords reasonable access to the foreign employee's hometown. In the event of any dispute about the international port of entry to which the foreign employee will be repatriated, the dispute will be referred to the Controller of Work Passes, whose decision will be final.

11C. The licensee may repatriate the foreign employee to a destination other than that specified in Condition #11B if –

(a) both the foreign employee and the employer of the foreign employee so requests, and the Controller of Work Passes is informed by the licensee of the licensee's intention to do so, before the repatriation occurs; or

(b) the Controller of Work Passes so determines.

Employment of Foreign Domestic Workers (FDW)

12. The licensee will be responsible for, and bear the costs of, the provision of acceptable accommodation, and upkeep and maintenance (which includes adequate food and medical treatment) (the "items") of any FDW brought in by the licensee's employment agency prior to the deployment of the FDW to her employer. The licensee will not require or cause the FDW to bear any of the costs related to the provision of such items. The provision of acceptable accommodation will be minimally in line with the requirements in Annex D.

12A. the licensee will render assistance to who is returned to the licensee. uch assistance will include the provision of acceptable accommodation, and upkeep and maintenance (which includes adequate food and medical treatment) (the "items"). costs will be borne by the FDW's employer, and the licensee will not require or cause the FDW to bear any of the costs related to the provision of such items. Where the Controller of Work Passes specifies that the employer is not responsible for bearing the costs of the medical treatment of the FDW, the costs of medical treatment will be borne by the licensee. The provision of acceptable accommodation must be minimally in line with the requirements in Annex D.

12B. Where the licensee has engaged the services of a third-party to provide acceptable accommodation for any FDW, the licensee will communicate to the third-party all relevant requirements as set out in Annex D.

13. The licensee will furnish any employer seeking to employ a FDW with the employment history of any FDW. The licensee will obtain a printout of the employment history from the Work Permit Online (WPOL) electronic application service of the Ministry of Manpower and ensure that the most updated information is made available to the employer during the selection process. The licensee will not in

any way make any additions or alterations to the printout and the information contained therein. The licensee will retain a written acknowledgement, on the printout, from the employer of the receipt of the information. The licensee will not disclose the information to any other person except the employer.

13A. Prior to the deployment of the FDW to the employer, the licensee will ensure that the safety agreement between the employer and the FDW engaged through the licensee's employment agency, in the form as may be prescribed by the Commissioner, is explained, agreed, signed and retained by the FDW and employer.

13B. Where the FDW was recommended or matched by the licensee to the employer seeking to employ a FDW, the licensee will, prior to the application of a work permit for the FDW, furnish the employer the full biodata of the FDW in the form as may be prescribed by the Commissioner.

14. (a) The licensee will furnish the Commissioner, in the form as may be prescribed by the Commissioner, with a list of all premises, used to house any FDW under the care of the licensee's employment agency.

(b) The licensee will inform the Commissioner of any addition of any such premises within 5 working days of using the premises.

(c) The licensee will inform the Commissioner when the licensee's employment agency ceases to house any FDW at any of the premises within 30 working days of the cessation.

15. (a) In the event that an employer returns his FDW to the licensee with the view of transferring the FDW out of his employment, the licensee will inform the employer immediately, in writing, that the employer remains legally responsible for the FDW.

(b) After 21 calendar days from the time the licensee started providing food and accommodation for the FDW pursuant to Licence Condition #15(a), the licensee will inform the employer within 7 calendar days, in writing, that the employer remains legally responsible for the FDW and that the employer has the right to cancel the work permit and have the FDW repatriated, if the FDW's work permit is still not cancelled.

16. The licensee will sign a written service agreement with each employer seeking to employ a FDW. The written service agreement (hereafter referred to in this clause as the 'agreement') will minimally contain the terms as set out in Annex E.

Restrictions on disclosing information relating to FDW

The following Licence Condition #17 will take effect from 1 July 2020.

17. (a). The licensee will not publicly disclose any information or photograph of any FDW he wishes to employ (whether with consent or otherwise) on any platform (whether electronic or otherwise), unless such information is allowed to be disclosed as set out in Annex F, or under any applicable law.

(b). The licensee may disclose the full biodata and image of any FDW directly to an employer who has specifically requested for more information on the said FDW, or by providing the employer access to the licensee’s website, or any other electronic platform, that has restricted access.

17A. The licensee will ensure that any third-party engaged for the purpose of advertising the licensee’s employment agency activities will be compliant with Licence Condition #17.

Facilitate the sharing of Stay-Home Notice (SHN) and related COVID-19 tests costs between employers of work permit holders

The following Licence Conditions #18, #18A and #18B will take effect from 8 September 2021. (in respect of FDW Employers) and from 12 November 2021 (in respect of Employers of non-domestic work permit holders¹).

18 The licensee will inform the employer who intends to transfer the work permit holder (“Employer A”) and the employer to whom the work permit holder will be transferred (“Employer B”) (together, the “Employers”) that they may share the cost of the work permit holder’s stay at the Stay-Home Notice (SHN) facility,² and the cost related to COVID-19 tests³ for the work permit holder’s entry into Singapore, if the work permit holder is transferred within twelve (12) months from his or her SHN completion date.

18A Where the Employers intend to share such costs, the licensee will do all of the following:

- (a) explain to the Employers, the criteria and guidelines for the sharing of such costs as specified by the Controller of Work Passes in MOM’s website (**Annex G1** in respect of FDW Employers and **Annex G2** in respect of Employers of non-domestic work permit holders);
- (b) recommend to the Employers that they follow the said guidelines on how to share such costs; and
- (c) ensure that the Employers sign a written agreement, and recommend to Employers to use the agreement template in **Annex G3**.

18B The licensee will retain documentary proof that the licensee had fulfilled the requirements imposed under Licence Conditions #18 and #18A (including but not limited to, electronic correspondences with the Employers) for one (1) year from the date of the signed written agreement between the Employers. The licensee will furnish such documentary proof as and when requested by the Ministry of Manpower.

Post-placement checks by licensee for FDWs and their employers

The following Licence Conditions #19, #19A, #19B, #19C, and #19D will take effect from 1 December 2021.

¹ For the purposes of Licence Conditions #18, #18A and #18B and Annex G2, “non-domestic work permit holders” refers to work permit holders who are not ~~FDWs~~.

² This refers to SHN Dedicated Facilities or commercially provided housing only. This includes hotels, hostels, serviced apartments and EA boarding houses.

³ These refer to the cost of related COVID-19 testing such as the polymerase chain reaction, serology and antigen rapid tests.

- 19 The licensee will perform checks with all FDW matched by the licensee, and their respective employers, at least once within the first three months from the date of deployment. This should be done through a phone or video call, or a house visit to address any adjustment issues that FDW and employers may face.
- 19A The licensee will ensure that the checks performed under License Condition #19 above are performed by the licensee's Employment agency personnel and will refer to such guidelines which the Association of Employment Agencies (Singapore) (AEA(S)) in partnership with the Ministry of Manpower has developed, with respect to the conduct of such checks.
- 19B The licensee will maintain and retain records of the checks performed under Licence Condition #19 above. Such records shall include all information as prescribed in Annex H. The licensee will retain such records for two (2) years from the date of the checks, and furnish the records to the Ministry of Manpower upon request.
- 19C Within the first three months from the date of deployment, if the licensee is not able to perform any checks under Licence Condition #19 above, after three (3) attempts to do so, the licensee will inform the Ministry of Manpower within one week from the last attempt.
- 19D If the licensee detects or encounters issues which cannot be resolved by the licensee in the course of conducting any checks under Licence Condition #19 above, the licensee will inform the Ministry of Manpower within one week from the date the check was performed.

Employment Agencies Licence Conditions for Select Licence

Definitions

B. In this set of EA Licence Conditions, unless the context otherwise requires –

“Applicant” means any person who, for the purposes of seeking employment, engages the services of the licensee to perform any work or activity for or in connection with the employment of persons;

“Commissioner” means the Commissioner for Employment Agencies appointed under section 3(1) of the Employment Agencies Act (Cap 92);

“Controller of Work Passes” means the Controller of Work Passes, Deputy Controllers of Work Passes, and Assistant Controllers of Work Passes appointed under section 3 of the Employment of Foreign Manpower Act (Cap 91A);

“Controller of Immigration” means the Controller of Immigration appointed under section 3 of the Immigration Act (Cap 133);

“EA alerts” refers to announcements, guidelines and instructions, periodically published and disseminated by the Commissioner to all employment agencies, their key appointment holders and employment agency personnel, relating to the proper operation and expectations placed on all employment agencies licenced under the Employment Agencies Act (Cap 92);

“Employer” means any person who engages the services of another person under a contract of service, and includes —

(a) for the purposes of an application for a work pass, any person who has the intention or purports to have the intention to employ a foreign employee; or

(b) in a case where a foreign employee has or had a valid work pass, any person specified in the work pass as the employer of the foreign employee;

(c) any person who, directly or through another person, for the purposes of seeking or engaging an employee, engages the services of the licensee to perform any work or activity for or in connection with the employment of persons;

“Employment agency personnel” has the same meaning as in the Employment Agencies Act (Cap 92);

“Foreign employee” has the same meaning as in the Employment of Foreign Manpower Act (Cap 91A);

“Foreigner” means any person who is not a citizen or permanent resident of Singapore;

“Immigration officer” means any person appointed under section 3 of Immigration Act (Cap 133);

“Key appointment holder” has the same meaning as in the Employment Agencies Act (Cap 92);

“Rules” means the Employment Agencies Rules 2011.

General

1. This licence will not cover:

a) any work or activity for or in connection with the employment of any person in a job earning a fixed monthly salary of SGD 4,500 or less (or, if the employee is to be paid in a foreign currency, the equivalent);

b) any placing of a person in a job earning a fixed monthly salary of SGD 4,500 or less (if the salary is to be paid in a foreign currency, the exchange rate to be used to determine this will be the one prevailing at the time of entry into the employment contract); or

c) any placing of a foreigner in a training program, or obtaining a training employment pass for the foreigner.

2. The licensee will operate the licensee's employment agency in accordance with the Employment Agencies Act (Cap 92), Rules and the conditions of this licence, and to any EA alerts.

3. (a) The licensee will, at all times, have at least one key appointment holder who is registered with the Ministry of Manpower under the licensee's employment agency.

(b) The licensee will obtain the written approval of the Ministry of Manpower prior to any change of key appointment holders of the licensee's employment agency.

(c) The licensee will also inform the Ministry of Manpower of any change in registration details made with the Accounting and Corporate Regulatory Authority (ACRA).

4. (a) The licensee will ensure that the full name and licence number of the licensee's employment agency are stated in:

(i) any signboard bearing the name of the employment agency and is visible to the public;

(ii) any document issued or sent to any other party in the course of the employment agency's performance of any function as an employment agency (including but not limited to invoices, receipts, service agreements, employment contracts and correspondence (whether electronic or otherwise))

(iii) any advertisement publicising any work or activity for or in connection with the employment of persons (such as but not limited to the employment agency's website, name cards, pamphlets and publicity material published on any social media platform); and

(iv) any advertisement (whether electronic or otherwise) distributed to the public by any other person on the licensee's behalf.

(b) The licensee will ensure that:

(i) any document referred to in Licence Condition #4(a)(ii) contains the full name and registration number of any employment agency personnel involved in that particular matter, as stipulated in the employment agency personnel's registration card; and

(ii) any advertisement referred to in Licence Condition #4(a)(iii) or (iv) above which makes reference to any specific employment agency personnel, contains the full name and registration number of the employment agency personnel, as stipulated in the employment agency personnel's registration card.

4A. (a) This Licence Condition #4A will not apply to any work or activity for or in connection with the referral and placement of one or more FDWs.

(b) On or after 1 October 2020, the licensee will brief existing and new employers, who engage the licensee's services, at least once on the prevailing guidelines on recruitment in the Tripartite Guidelines on Fair Employment Practices ("TGFEF"). The licensee will refer to the prevailing chapters (as amended from time to time) on Consistent and Fair Selection Criteria; Hiring and Developing a Singaporean Core; and Recruitment of the TGFEF for the list of the guidelines on recruitment. The licensee will also brief the employer of any subsequent changes to the guidelines on recruitment. The licensee will retain documentary proof (including but not limited to electronic correspondences to the employer) that the licensee had briefed the employer on the guidelines on recruitment in the TGFEF (including any subsequent changes to such guidelines) and furnish it as and when requested by the Ministry of Manpower.

(c) In every job advertisement, the licensee will state the selection criteria clearly and not use any language that is discriminatory, including language that excludes Singaporeans, or indicates preference for non-Singaporeans.

(d) The licensee will make reasonable efforts to attract Singaporeans for every job order from the employer, unless the employer instructs the licensee otherwise. If the employer instructs the licensee otherwise, the licensee will obtain the employer's acknowledgement using the prescribed form attached as Annex A1. The licensee will retain Annex A1 for one (1) year from the date of signature and furnish it as and when requested by the Ministry of Manpower.

(e) The licensee will shortlist and refer applicant(s) to the employer based on merit and not discriminate against applicant(s) on ground(s) which is irrelevant to the job position. Examples of such ground(s) include age, race, gender, religion, marital status and family responsibilities, or disability. The licensee will ensure that all Singaporean applicants are considered fairly for all job positions.

(f) The licensee will retain the following information on the recruitment process for one (1) year from the date the licensee refers the applicant to the employer, and furnish it as and when requested by the Ministry of Manpower:

- i. Number of Singaporean applicants for the job position;
- ii. Number of Singaporean applicants referred to and placed with the employer;
- iii. Name and contact information of all Singaporean applicants;

- iv. All written and electronic correspondences between the licensee and the applicants and between the licensee and the employer concerning an applicant's suitability for the job position; and
- v. Where applicable, proof of job advertisements posted and duration of the advertisements.

5. (a) The licensee will not, unless with the appropriate written consent from the employer or applicant (as the case may be), directly or indirectly give, divulge, or reveal to any persons any information whatsoever regarding any applicant or employer, which information the licensee's employment agency acquired or requested for in the course of their employment agency work. The licensee will ensure that the collection, use, and disclosure of such information will be in line with the requirements of any prevailing law. This condition will not apply in the case where the information is required for the purpose of any investigations under any law, or as and when the Commissioner may require such information.

(b) This Licence Condition #5(b) will not apply to any work or activity for or in connection with the referral and placement of one or more FDWs. For the purpose of assisting the Ministry of Manpower in determining if reasonable efforts have been made to support the fair recruitment of Singaporeans, the licensee must:-

(i) For every applicant referred to the employer for a permanent or contract job position of at least six (6) months with a fixed monthly salary of \$3,300 and above, collect the following information:

- i. the Unique Entity Number (UEN) of the employer to whom the applicant is referred;
- ii. the National Registration Identification Card (NRIC) number or Foreign Identification Number (FIN) of the applicant referred to the employer;
- iii. the occupation and corresponding 5-digit Singapore Standard Occupational Classification (SSOC) 2015 code of the job position; and
- iv. The date the licensee referred the applicant to the employer.

(ii) Retain such information with supporting documents for a period of one (1) year, starting from the date the licensee refers the applicant to the employer; and

(iii) Furnish the information, as and when requested by the Ministry of Manpower.

(c) For all work pass applications made by the licensee, the licensee will retain possession of all original documents or copies of such documents (and such documents may be retained in an electronic form) as laid out in Annex A, for a minimum period of 3 years starting from the date of any work pass application and any work pass renewal.

(d) The periods stipulated in this Licence Condition #5 do not affect any other statutory requirement that may require the retention of documents or records for other purposes, or for a different period of time.

6. The licensee will provide information, documents, and statements which are true and correct as and when required by the Ministry of Manpower.

6A. (a) The licensee will take all reasonable measures to ensure that all of the licensee's employment agency staff and partners or directors report any breach of any of the following Acts of Parliament and their related subsidiary legislation of which they are aware, by any person placed by the licensee, or by any employer with whom the licensee has placed a person, to the licensee, if the breach is committed in connection with any employment pursuant to a placement by the licensee. This obligation is without prejudice to the licensee's common law right of the privilege against self-incrimination.

Employment Agencies Act

Employment of Foreign Manpower Act

Employment Act

Work Injury Compensation Act

(b) The licensee will report to the Ministry of Manpower, any breach stated in Licence Condition #6A(a), of which the licensee is aware (whether personally or which has been informed to the licensee pursuant to Licence Condition #6A(a)).

Employment of Foreign Employees

7. The licensee will, for all foreign applicants, perform verification checks to ensure that all the prevailing entry requirements imposed on the foreigner by the Ministry of Manpower are fulfilled by the foreigner.

8. (a) ***In the course of promoting the licensee's services***, if the licensee wishes to inform any employer seeking a foreign employee any fees or costs which are payable by the employer to comply with any legal or administrative requirements imposed by MOM in respect of the prospective application, such as but not limited to security bond, foreign employee insurance, and safety courses, whether in itself or together with other fees payable by the employer, the licensee will not misrepresent such fees or costs, and will provide the breakdown of each such fee or cost to the employer in writing.

(b) Notwithstanding Licence Condition #8(a), ***when the services of the licensee have been engaged*** by any employer seeking a foreign employee, the licensee will sign a written agreement with the employer, which will state accurately and clearly the breakdown of each fee or cost payable by the employer to comply with any legal or administrative requirements imposed by MOM in respect of the application.

9. The licensee will obtain authorisation from the employer, prior to performing any form of work pass transaction with the Ministry of Manpower on the employer's behalf. Such authorisation must be obtained digitally via the Singapore Personal Access (Singpass) application, or in writing in such form as may be prescribed by the Commissioner.

10. The licensee will not enter into agreements with the foreign employee to retain and / or transfer the passport or work pass of that foreign employee except for the purpose of procuring employment for the foreign employee.

Annex A – List of Documents to be Retained by the Licensee

- 1) The licensee will retain all documents as required under:
 - a. the Employment Agencies Act (Cap 92);
 - b. the Employment Agencies Rules 2011;
 - c. the conditions of this licence;
 - d. the EA alerts that the Commissioner issues from time to time; and
 - e. any other written guideline(s) from the Commissioner.

In particular, the licensee will retain the following (where applicable):

- a. Bio-data of employee;
- b. Employment Contract;
- c. Employment History;
- d. MOM Authorisation Form for Work Pass Transactions;
- e. Notice to FDW Employer on Implications of Purchasing the Indonesian Embassy Performance Bond Guarantee;
- f. Photocopy of foreign employee's original certificate (education certificates, birth certificates, family roots certificates);
- g. Receipts and Records of all payments and refunds to employer and the employee;
- h. Rest Day Agreement between the FDW and the employer;
- i. Safety Agreement Form between the FDW and the employer;
- j. Salary and Placement Fee Repayment Schedule;
- k. Service Agreement between the EA and the client; and
- l. Services and Fees Schedule.



Annex A1: Employer's Acknowledgement of Instruction to Employment Agency

Date: _____	Job order no.: _____
Name of Employment Agency Personnel ("EAP"):	Name of EA:
EAP Registration No:	EA Licence No:
Signature and Date:	
Employer's Acknowledgement	
I acknowledge that I have instructed the EA that it need not make reasonable efforts to attract Singaporeans for this job order. Consequently, I acknowledge that my company is responsible for making other reasonable efforts to attract Singaporeans for this job order to comply with the Tripartite Guidelines on Fair Employment Practices.	
Name of Personnel/ Officer:	Name of Employer:
Designation:	UEN of Employer:
NRIC/FIN:	Signature and Date:



Please note:

1. The EA is required to obtain the Employer's acknowledgement for **each job** order if the Employer has instructed the EA that it need not make reasonable efforts to attract Singaporeans.
2. The EA is required to retain this Annex A1 for one (1) year from the date of signature and to furnish it as and when requested by MOM.

Annex B – Standard of Verification Checks to be Performed by the Licensee for All Foreign Domestic Workers (FDWs) Seeking Employment

- 1) For the purposes of Licence Condition #7, the verification checks that the licensee will perform before the FDW attends the Settling-in Programme (SIP), or before the work permit is issued, whichever is earlier, include but are not limited to –
 - a) Examining the FDW’s original official documents (e.g. passport, educational certificate, household (family) listing, national identity card) to check for discrepancies in information and any alteration on the documents;
 - b) Conducting a face-to-face in person interview with the FDW in Singapore. It should be conducted in her native language to obtain information regarding the following:
 - (i) family history (including the age of the parents and siblings);
 - (ii) educational history; and
 - (iii) work experience.
 - c) Assessing the FDW’s physical appearance, mannerism, and speech such that it is consistent with the age that the FDW declared herself to be.
- 2) In the performance of the verification checks, the licensee will –
 - a) not rely on the information and/or interpretation services provided by the supplier (foreign or local) when assessing the age of the FDW;
 - b) ensure that all the contents of the FDW’s official documents are translated into the English language, if the said contents are in a language other than the English language;
 - c) retain documents and other forms of evidence for the time period as stipulated in Licence Condition #5(c); and
 - d) ensure that such verification checks are conducted either by the licensee or the licensee’s employment agency personnel.
- 3) This Annex B may be amended from time to time as required by the Commissioner through EA alerts, communicated from time to time, via emails or published on the MOM webpage.

Annex C – Reasonable Time Period for In-Principle Approval (IPA) Letter to be Received by a Foreign Employee

- 1) For the purposes of Licence Condition #9A, the reasonable time period prior to the foreign employee's departure for Singapore is no later than 3 days prior to the foreign employee's departure for Singapore from the foreign employee's home country.
- 2) This Annex C may be amended from time to time as required by the Commissioner through EA alerts, communicated from time to time, via emails or published on the MOM webpage.

Annex D – Requirements for the Provision of Acceptable Accommodation for FDW

- 1) For the purposes of Licence Condition #12, 12A, and 12B, the provision of accommodation for FDWs will meet the following requirements:
 - a) Regulatory approval and compliance. The accommodation must adhere to all applicable regulations and guidelines issued by all relevant public agencies. The accommodation must not breach the allowed residency load or occupancy load specified for the premises.
 - b) Adequate shelter. The accommodation must adequately protect the FDW from environmental elements such as the sun, rain or strong winds.
 - c) Safe. The FDW should not sleep near any dangerous equipment or structure that could potentially cause harm or hurt to her. The emergency exit routes must not be obstructed.
 - d) Sufficient ventilation and lighting. The accommodation must be sufficiently ventilated and adequately lit. Mechanical ventilation (e.g. electrical fan) should be provided if natural ventilation is inadequate.
 - e) Basic amenities. Toiletries must be provided. Each FDW must minimally be provided with a clean set of one mattress, a covered pillow and a blanket.
 - f) Hygiene. There must be proper rubbish disposal areas that are properly managed. There should be no stagnant water points and pest infestation.
 - g) Protection of modesty. The FDW must not sleep in the same room as a male adult / teenager. CCTVs or cameras must not be installed in the bathroom or sleeping area.
 - h) Space and privacy. Sufficient space and privacy should be provided for the FDW.
 - i) Basic Housekeeping. There must be proper management and housekeeping of the premises, including maintenance of sanitary facilities.
- 2) This Annex D may be amended from time to time as required by the Commissioner through EA alerts, communicated from time to time, via emails or published on the MOM webpage.

Annex E – Service Agreement between Employment Agency and Employer of FDW

- 1) For the purposes of Licence Condition #16, the written service agreement will minimally contain the following:

Validity period

- a) The agreement will state its period of validity.

Breakdown of fees and taxes

- b) The agreement will provide a clear breakdown of the fees and taxes paid by the employer seeking to employ a FDW. The breakdown will include, if applicable:
 - (i) the amount of fees paid by the employer;
 - (ii) the amount of Goods and Services Tax paid; and
 - (iii) any amount of fees paid upfront by the employer on behalf of the FDW (which the employer may contractually recover from the FDW).

Refund of fees

- c) The agreement will state whether and which fees paid will be refunded in the following circumstances:
 - (i) if the FDW has not been placed with the employer;
 - (ii) if the FDW has been placed with the employer and if the employer terminates the services of the FDW before the expiry of her Work Permit resulting in the transfer of the FDW to another employer;
 - (iii) if the FDW has been placed with the employer and if the employer terminates the services of the FDW before the expiry of her Work Permit and the FDW is not transferred to another employer;
 - (iv) if a replacement FDW has been provided to the employer;
 - (v) if the employer opts not to request for a replacement; and
 - (vi) if the employer opts not to accept the replacement where one is provided.

- d) The agreement will state any circumstances in which a refund will not be provided or any terms and conditions that the employer would need to abide by in order to qualify for a refund.

- e) If the agreement provides for a refund, the agreement will state the amount payable and the timeframe within which the refund should be provided.

Replacement of FDW

- f) The agreement will state whether any replacement of FDW will be provided to the employer in the following circumstances:
 - (i) if the FDW assigned to the employer is subsequently not placed with the employer;
 - (ii) if the FDW has been placed with the employer, but the employer requests for a replacement resulting in the transfer of the original FDW to another employer; and
 - (iii) if the FDW has been placed with the employer, but the employer requests for a replacement not resulting in the transfer of original FDW to another employer.

g) The agreement will state the number of replacements the employer is entitled to, and the timeframe within which the request for a replacement should be made and the timeframe within which the replacement should be provided.

h) If the agreement provides for a replacement, the agreement will state if there are any additional fees charged for the replacement.

i) The agreement will state any circumstances in which a replacement will not be provided or any terms and conditions that the employer would need to abide by in order to qualify for a replacement.

j) The agreement will state clearly the recourse available to the employer in the event the licensee is unable to meet its obligations to provide for a replacement within the agreed timeline.

Additional services

k) The agreement will state whether additional services will be provided, such as providing food and accommodation to the FDW at the request of the employer. If additional services will be provided, the fees and other relevant terms and conditions will be stated in the agreement.

Dispute resolution

l) The licensee will ensure that the agreement clearly states a dispute resolution mechanism (DRM) to deal with any dispute that may arise between the licensee and the employer. The DRM will be an independent third party which provides mediation services, and the licensee will ensure that it meets all the necessary conditions to be able to use the DRM's services when any dispute arises.

Annex F – List of Information of Foreign Domestic Workers Allowed to be Publicly Disclosed for Advertising Purposes

- 1) For the purposes of Licence Condition #17, the licensee will, in the event information regarding the FDW is to be publicly disclosed for purposes of advertising, only disclose the following information of the FDW:
 - a) FDW Name
 - b) FDW Nationality
 - c) FDW skills and experience in said skills
 - d) Food handling preferences
 - e) Previous employment history (for each employment – duration of employment as stated on Work Permit Online (WPOL))
 - f) Language abilities
- 2) This Annex F is subject to any and all of the applicable data protection provisions in the Personal Data Protection Act.
- 3) This Annex F may be amended from time to time as required by the Commissioner through EA alerts, communicated from time to time, via emails or published on the MOM webpage.

Annex G1 - Criteria and Guidelines for Sharing of Stay-Home Notice and Related COVID-19 Tests Costs between Migrant Domestic Worker (MDW) Employers

Criteria on when costs can be shared

An employer who had paid for the costs of his/her MDW's stay at a Stay-Home Notice (SHN) facility⁴ and related COVID-19 tests, and who is transferring his/her MDW to a new employer can share such costs with the new employer if:

- (a) the MDW is transferred within twelve (12) months from her SHN completion date;
- (b) the amount of the costs shared is not more than the amount that the current employer had paid for; and
- (c) both the current and new employers sign a written agreement which must be retained for one (1) year from the agreement date and furnished to MOM on request. Employers can use MOM's template provided herein for the written agreement.

Guidelines on how to share costs

For employers who agree to share costs, MOM advised that the current employer bears the costs proportionate to the duration that the MDW worked for him/her within the 12-month period.

Employers who are using the services of an employment agency (EA) for the transfer of the MDW should approach the EA for assistance in facilitating the cost sharing.

Please refer to the two examples below:

Scenario A

MDW worked for Employer A for 6 months, and is then transferred to Employer B

- Employer A paid S\$1,800* for the costs.
- If Employers A and B agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month:
 - Employer A should bear S\$900 of the costs ($S\150×6 months) for the 6 months that the MDW worked for Employer A.
 - Employer A may recover from Employer B the balance of S\$900 ($S\150×6 remaining months).
- Alternatively, Employers A and B can agree to pro-rate by the number of calendar days.

** \$1,800 is an example and the shared costs can be adjusted accordingly. The costs may vary e.g. if the MDW stayed in a shared room or if her stay is shortened after testing positive during her stay.*

⁴ This refers to SHN Dedicated Facilities or commercially provided housing only. This includes hotels, hostels, serviced apartments and EA boarding houses.

Scenario B

MDW worked for Employer A for 3 months, and is then transferred to Employer B

- Employer A paid S\$1,800 for the costs.
- Employers A and B agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month.
- Employer A should bear S\$450 of the costs ($S\150×3 months) for the 3 months that the MDW worked for Employer A.
- Employer A may recover from Employer B the balance of S\$1,350 ($S\150×9 remaining months).

MDW worked for Employer B for 5 months, and is then transferred to Employer C

- Employer B paid S\$1,350 of the costs to Employer A.
- Employers B and C agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month.
- Employer B should bear S\$750 in costs ($S\150×5 months) for the 5 months that the MDW worked for Employer B.
- Employer B may recover from Employer C the balance of S\$600 ($S\150×4 remaining months).

Annex G2 - Criteria and Guidelines for Sharing of Stay-Home Notice and Related COVID-19 Tests Costs between Employers of Transfer Non-Domestic Work Permit Holders

Criteria on when costs can be shared

An employer who had paid for the costs of his/her non-domestic Work Permit Holder's (WPH) stay at a Stay-Home Notice (SHN) facility⁵ and related COVID-19 tests, and who agrees for the WPH to be transferred to a new employer, can share such costs with the new employer if:

- (a) the WPH is transferred within twelve (12) months from his/her SHN completion date;
- (b) the amount of the costs shared is not more than the amount that the current employer had paid for; and
- (c) both the current and new employers sign a written agreement which must be retained for one (1) year from the agreement date and furnished to MOM on request. Employers can use MOM's template provided herein for the written agreement.

Guidelines on how to share costs

For employers who agree to share costs, MOM advises that the current employer bears the costs proportionate to the duration that the WPH worked for him/her within the 12-month period.

Employers who are using the services of an employment agency (EA) for the transfer of the WPH should approach the EA for assistance in facilitating the cost sharing.

Please refer to the two examples below:

Scenario A

WPH worked for Employer A for 6 months, and is then transferred to Employer B

- Employer A paid S\$1,800* for the costs.
- If Employers A and B agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month:
 - Employer A should bear S\$900 of the costs ($S\150×6 months) for the 6 months that the MDW worked for Employer A.
 - Employer A may recover from Employer B the balance of S\$900 ($S\150×6 remaining months).
- Alternatively, Employers A and B can agree to pro-rate by the number of calendar days.

** \$1,800 is an example and the shared costs can be adjusted accordingly. The costs may vary e.g. if the MDW stayed in a shared room or if her stay is shortened after testing positive during her stay.*

⁵ This refers to SHN Dedicated Facilities or commercially provided housing only. This includes hotels, hostels, serviced apartments and EA boarding houses.

Scenario BWPH worked for Employer A for 3 months, and is then transferred to Employer B

- Employer A paid S\$1,800 for the costs.
- Employers A and B agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month.
- Employer A should bear S\$450 of the costs ($S\150×3 months) for the 3 months that the WPH worked for Employer A.
- Employer A may recover from Employer B the balance of S\$1,350 ($S\150×9 remaining months).

WPH worked for Employer B for 5 months, and is then transferred to Employer C

- Employer B paid S\$1,350 of the costs to Employer A.
- Employers B and C agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month.
- Employer B should bear S\$750 in costs ($S\150×5 months) for the 5 months that the MDW worked for Employer B.
- Employer B may recover from Employer C the balance of S\$600 ($S\150×4 remaining months).

Annex G3: AGREEMENT to share Stay-Home Notice (SHN) and related COVID-19 tests costs

This **Agreement** is made on *[insert date]* between the Current Employer and the New Employer of *[insert name of the employee and last 4 alphanumeric characters of FIN]* ("**Employee**").

For the purposes of this document, "Employee" means a foreign employee holding a work permit.

The Current Employer has paid the costs for the Employee's stay at a SHN facility⁶ and related COVID-19 tests ("**Costs**").

The New Employer hereby agrees to pay, and the Current Employer agrees to receive, S\$_____ ("**Agreed Amount**").

For avoidance of doubt, the Current Employer has neither received any waiver of the Costs from the Government of the Republic of Singapore, nor received from the Employee any part of the Agreed Amount (e.g. if the Employee had left Singapore for personal reason(s) and agreed to pay for any or all the Costs upon her return to Singapore). The Current and New Employer will also retain this Agreement for one (1) year from the date of this Agreement and furnish it to the Ministry of Manpower on request.

The details of the sharing of the Costs are in Appendix 1.

Signed by:

Current Employer: _____

Last 4 alphanumeric characters of NRIC/FIN:

Signature:

Signed by:

New Employer: _____

Last 4 alphanumeric characters of NRIC/FIN:

Signature:

[This section is to be completed if the transfer is facilitated by an Employment Agency (EA)]

Witnessed by:

Name of EA and EA Licence Number:

⁶ This refers to SHN Dedicated Facilities or commercially provided housing only. This includes hotels, hostels, serviced apartments and EA boarding houses.

Name of EA Personnel, EAP Registration Number and Signature:

APPENDIX 1 – Details

Details of SHN

Employee's date of completing SHN: _____

Total costs of the Employee's stay at the SHN facility and related COVID-19 tests:

S\$ _____ .

Details of employment with the Current Employer

(a) Total cost(s) of the Employee's stay at the SHN facility and related COVID-19 tests that the Current Employer paid: S\$ _____ .

(b) Number of months / days that the Employee has worked for the Current Employer:

_____ .

(c) Costs to be paid by New Employer to Current Employer (Agreed Amount):

\$ _____ .

Annex H – To be completed by Licensee when performing post-placement checks

- 1) For the purposes of License Condition #19 the licensee shall complete the checklist in this form.
- 2) This Annex H may be amended from time to time as required by the Commissioner through EA alerts, via emails or published on the MOM webpage.

Section A – General information	
<p>Date and time of first check:</p> <p>Date and time of second check (if previous attempt was unsuccessful):</p> <p>Date and time of third check (if previous two attempts were unsuccessful):</p> <p>Name of Employment agency personnel performing the check and signature:</p> <p>Name of Employer (or household member and relationship to employer) interviewed:</p> <p>Name of FDW interviewed:</p>	
Section B – Outcome of checks with Employer and Foreign Domestic Worker (“FDW”)	
<p>Please choose one of the three options below. If option B or C is indicated, please also provide a description of the issue under “Remarks.”</p>	
<input type="checkbox"/>	A) No issues raised, no additional follow up required by licensee.
<input type="checkbox"/>	B) Minor issues raised, licensee was able to resolve the issue, no additional follow up required
<input type="checkbox"/>	C) Issues detected or encountered which cannot be resolved by the licensee, licensee to refer case to authorities (e.g. MOM or SPF).
<p>Remarks:</p> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>	