Letter of Undertaking

Embassy of Nepal, Kuala Lumpur

Wisma Paradise, 63, Jalan Ampang

50450 Kuala Lumpur

I, the employer/ owner/ Director/ General Manager/ Human Resource Manager of the ……………….……………… SDN BHD, authorized legally to decide and sign this undertaking, hereby declare the following:

* 1. The attached Demand letter, Power of Attorney, Agency Agreement and Employment Contract are as per the format available at the Embassy Website and all other documents submitted herewith are part of this undertaking.
	2. Embassy of Nepal shall be informed, through the official email, of the arrival of the employees within three months including their professional status, salary and Visa/Permit.
	3. Embassy of Nepal and its officials can have the access to the accommodation of the employees and office for the purpose of inspection.
	4. The salary of the employees shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period. The employees shall not be deprived of basic salary in case of failure of the employer to provide employment.
	5. The employees once recruited directly by the company or through its authorized recruiting agency, will not be relegated or downgraded in terms of position, salary, benefits and work at any cost. The position and category of the employees shall be decided only prior to selection and recruitment.
	6. The Contract of Employment issued by the company and certified with original sign and stamp with authorized recruiting agent at the time of departure from Nepal will be considered as legally valid contract and no contract substitution will be made after the arrival.
	7. Fees/cost of Visit Pass (Temporary Employment) shall be solely born by the employer. Employer shall also bear the fines, if any, because of the delay in the processing of above cases.
	8. The employees shall be repatriated, bearing all the cost, within one month after the completion of the contract with all his rights except in the cases mutually agreed otherwise.
	9. Employer shall be fully responsible for the salary and other facilities of employees irrespective of non-payment or other disputes between the employer and it's clients.
	10. In case of any misunderstanding/dispute between employer and the employee/s, Embassy of Nepal shall be contacted first for the amicable settlement of the grievances.
	11. I am fully aware on/committed to fulfil the rights and obligations of employees and employer stipulated in the **Memorandum of Understanding Between The Government of Nepal and The Government of Malaysia on The Recruitment, Employment and Repatriation of Workers**. All other terms and conditions not mentioned herein shall be subject to the legal provisions of Malaysia.

**Signature of Employer:**

 **Full name:**

 **NRIC No:**

 **Handphone number:**

 **Email:**

 **Date:**

**Kuala Lumpur, Malaysia**