

**AGREEMENT FOR PLACEMENT
OF AU PAIR TO GERMANY***

This agreement relating to an au pair placement is concluded between :

- (Mr) or (Ms) (name)
representing the Host Family, and to be referred to as "the host"

- (Ms) (name)
a Filipino national, with place of residence:

.....
hereinafter referred to as "**the au pair**"

I. GENERAL CONDITIONS

The au pair shall be received by the host family for a period of twelve months under the conditions laid down hereinafter.

During this period, the au pair shall be given the opportunity to improve her education, in particular with regard to the German language, and to increase her general cultural development.

The agreement shall begin and end on

II. DUTIES OF THE HOST

1. The host undertakes to receive the au pair into the family and to let her share the daily family life; in this connection, the host makes the following declaration of which the au pair takes note :

- that the family consists of
including adults
..... boys, with age
..... girls, with age
- that the family lives in a house/a flat (*delete whichever does not apply*)
consisting of rooms includingbathroom(s),
- Occupation of the host
- Occupation of the host's spouse.....
- The language normally spoken in the household is

2. The host shall provide a room as part of the board and lodging for the au pair. The host shall ensure that board and lodging is provided for the duration of the au pair's stay in Germany. In the event of the au pair's falling ill, the host shall continue to provide board and lodging.

3. The host shall pay the au pair pocket money amounting to weekly. The pocket money is paid to the au pair even in case of illness until the expiration of the agreement.

4. The au pair's hours of duty shall be organised in such a way as to allow her to take language courses, and to improve her general cultural development and knowledge of Germany.

5. The host and the au pair shall agree on travel expenses arrangements. The host, however, shall take charge for the expenses for language courses as well as the visa extension.

6. The host shall pay for any expected medical cost for the au pair in Germany, as well as responsibility for health, accident and liability insurance that will be in effect upon the au pair's arrival in Germany. In the event of an accident, the host shall ensure that the insurance shall cover all costs of repatriation. If for any reason repatriation is impossible, the au pair's next-of-kin shall be contacted through the Philippine Embassy in Berlin. A copy of the insurance policy must be provided to the au pair.

7. The au pair shall have two days of paid vacation each month, or four weeks for the duration of her 12 months' stay. The au pair's right to practice her religion shall be respected.

8. The au pair is entitled to 1.5 days off per week. The length and duration of leisure time shall be arranged by the host and the au pair.

III. DUTIES OF THE AU PAIR

1. The au pair undertakes to participate, for :.....hours per day, but not exceeding 30 hours per week, in day to day family duties by furnishing the following services:

.....
.....

(specify the services the au pair will be required to perform)

2. The au pair agrees to comply with any formality necessary on her part to enable the host to fulfill their obligations under paragraph II of this agreement.

IV. MISCELLANEOUS PROVISIONS

Termination of the Agreement

1. If the agreement has been concluded for an unspecified period, it has to be terminated in writing by either party within fourteen days' notice. Regardless of whether the period concerned is specified or not in the event of serious misconduct by one of the parties, the other party may immediately terminate the agreement. Either of the parties may also terminate the agreement with immediate effect if serious circumstances make such instant termination necessary.

Authentication of the Agreement

2. Upon signing of the agreement, the father or mother of the Host Family may appear in person at the Philippine Embassy in Berlin and sign the original au pair agreement before a Consular Officer so that the document may be immediately authenticated. The father/mother will have to provide a copy of their passport or personal identification.

If personal appearance is not possible, the original au pair agreement will have to be brought to a German Notar and Landgericht. After this is done, the agreement may be brought to the Embassy for authentication, or through any of the Honorary Consulates that have jurisdiction over the residence area of the host. The authentication of the document shall cost 22.50 Euros. The Host Family is responsible for providing the return envelope and mailing costs if personal appearance is not possible.

Further Arrangements

3. The parties also agree on the following:

The host shall shoulder fees for the notarization or legalization of this agreement as well as the registration fee for the Country Familiarization Seminar (CFS) conducted by the Commission on Filipino Overseas. The au pair should receive this agreement prior to attending the seminar, and will notify the family as to the cost of the registration fee.

The host and/or the au pair agency shall ensure that the au pair can register himself/herself at the Philippine Embassy with address at Uhlandstrasse 97, 10715, Berlin, Germany.

The host and the au pair agree to respect and follow the laws of the German Federal Republic and the Republic of the Philippines. The host and the au pair should realize that the au pair's stay will only be with the host family. The au pair acknowledges that to engage in illegal work may lead to the revocation of the visa as well as being expelled from Germany.

.....
THIS AGREEMENT HAS BEEN DRAWN UP AND TWO COPIES SHALL BE MADE AND DISTRIBUTED AS FOLLOWS:

- ORIGINAL agreement to be provided to the au pair,
- COPY to be retained by the host,
- COPY to be provided to the Philippine Embassy.

Done at _____, Germany, on

*Signature over printed name
(au pair)*

*Signature over printed name
(host)*

(if the au pair is a minor, signature of her/his legal representative)