

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF  
THE REPUBLIC OF THE PHILIPPINES**

**AND**

**THE SWISS FEDERAL COUNCIL**

**ON EXCHANGE OF PROFESSIONAL AND**

**TECHNICAL TRAINEES**

The Government of the Republic of the Philippines and the Swiss Federal Council (hereinafter jointly referred to as the Parties)

RECOGNIZING the special importance of cooperation and good relations between the two countries through the exchange of human resources at the professional and technical levels:

HEREBY AGREE as follows:

### **Article I**

The authorities responsible for implementing this Agreement shall be:

For the Swiss Federal Council, the Department of Justice and Police, through the Swiss Federal Aliens Office in Bern;

For the Republic of the Philippines, the Department of Labor and Employment and the Department of Justice, through the Bureau of Immigration in Manila.

### **Article II**

1. This agreement shall apply to the exchange of Swiss and Filipino citizens, hereinafter referred to as "trainees" who will be trained and employed in their own profession for a limited period in the other country in professional and technical occupations for purposes of professional development, cultural exposure, and language skills development.
2. Trainees may be engaged in any professional and technical occupations in which there are no legal restrictions.
3. In the case of professions or occupations which require special permit/license, such permit license must be obtained from the proper government agencies prior to employment.

### **Article III**

The minimum age for trainees shall be 18 years while the maximum shall be 35 as a general rule.

#### **Article IV**

1. The necessary temporary immigration and employment permits shall be granted with a term of validity of 18 months maximum in accordance with the domestic laws of the Party granting such permits.
2. Applications, along with all the necessary particulars, shall be submitted to the authority in the trainees' home country responsible for implementing this Agreement.
3. An extension of the immigration and employment permits in accordance with sub-article 1 hereof is possible within the limits of the maximum term of validity and shall not be regarded as newly approved permit.

#### **Article V**

The temporary immigration and employment permits granted within the framework of the quota referred in sub-article 1 of Article VIII shall be granted independently of the labor market situation in the host country.

#### **Article VI**

Trainees shall not be permitted to exercise any gainful activity or accept any employment other than that for which the permit was granted; provided that for justifiable reasons, the competent authorities of the Party granting the permit may authorize a change of employment.

#### **Article VII**

1. The rights and responsibilities of the trainee and employer, which includes salary, living, health and accident insurance, taxes, working allowances, among other things, shall be in accordance with the domestic law in force in the host country.
2. Unless otherwise agreed, the trainee's cost of travel shall be borne by either the trainee or the employer.

### **Article VIII**

1. The number of trainees permitted by each of the Parties shall not exceed the quota of 50 per calendar year.
2. Any quota units not utilized shall not be carried over to the following year.
3. This quota may be utilized to the full, irrespective of the number of trainees already present in the host country under the present Agreement.
4. Failure to fully utilize the quota referred to in sub-article 1 by either Party shall not be used by the other Party as a ground to restrict the said agreed quota.

### **Article IX**

Persons who wish to be admitted as trainees shall be primarily responsible for finding employment for themselves in the country of the other Party; provided, that the authorities in charge of implementing the Agreement help trainees to find employment through appropriate channels and measures.

### **Article X**

1. This Agreement shall enter into force on the date of the latter written notification by the Parties, through diplomatic channels, indicating compliance with its internal legal requirements for the entry into force of the Agreement.
2. Any amendment or revision to the text of this Agreement shall be done by mutual consent of the Parties. This amendment or revision shall enter into force in accordance with the preceding paragraph.
3. This Agreement shall remain in full force and effect unless one Party, through diplomatic channels, expresses its desire to suspend or terminate this Agreement. In such a case, the Agreement shall remain valid until six (6) months after the date on which one Party receives an official notification from the other Party expressing the desire of the latter to suspend or terminate the validity of this Agreement.
4. In the event of termination, permits granted under the terms of this Agreement shall remain valid until the end of the period originally authorized.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed and sealed this Agreement in duplicate in the English and German languages, both texts being equally authentic.

Done at *Manila*....., on *9 July 2002*

For and on behalf of the Government  
of the Republic of the Philippines

*Armin A. Abad*

For and on behalf of the  
Swiss Federal Council

*[Signature]*