

Personal Information Collection Statement :

Purpose of Collection

The personal data collected in this form is used for the purposes of attestation of contracts for employment outside Hong Kong and enforcement of provisions under the Contracts for Employment Outside Hong Kong Ordinance. The provision of personal data is voluntary. If you do not provide sufficient information, we may not be able to attest the employment contract.

Classes of Transferees

2. The personal data you provide may be disclosed to the relevant authorities of the place of employment for the purposes mentioned in paragraph 1 above.

Access to Personal Data

3. You have the right of access and correction with respect to your personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. Your right of access includes the right to obtain a copy of the personal data you have provided. You can make such requests by filling in the "Data access/correction application form" which is available at our office.

Enquiries

4. For enquiries on the collection, access and correction of your personal data, please address to :
Labour Officer (Employment Agencies and External Employment)
12/F., Harbour Building, 38 Pier Road, Central, Hong Kong
Tel : 2852 3543

**LETTER OF GUARANTEE FOR
CONTRACT OF EMPLOYMENT OUTSIDE HONG KONG**

THIS AGREEMENT is made the (1) day of (2) two thousand and
(3) BETWEEN (4)
of (5)
in Hong Kong (hereinafter called "the Guarantor") of the one part and (6)
of (7)
Hong Kong aforesaid (hereinafter called "the Employee") of the other part WHEREAS:-

1. This agreement is supplemental to the contract a copy whereof is annexed hereto (hereinafter called "the Contract") intended to be made between (8)
(hereinafter called "the Employer") of the one part and the Employee of the other part whereby the Employer will agree to employ the Employee and the Employee will agree to serve the Employer for the period and at the salary and upon the terms and conditions therein stipulated.

2. In accordance with the provisions of Section 8(b) of the Contracts for Employment Outside Hong Kong Ordinance (Chapter 78 of the Laws of Hong Kong) the Guarantor has agreed to guarantee the due performance by the Employer of the Contract in manner hereinafter appearing.

3. Now in consideration of the Employee having agreed at the request of the Guarantor to enter into and perform the terms and conditions of the contract the Guarantor hereby agrees with the Employee as follows :-

- (a) If the Employer (unless relieved from performance by any provision of the Contract) shall fail to observe or perform any of his obligations under the Contract then the Guarantor will indemnify the Employee and his personal representatives against all losses damages costs expenses or otherwise which may be incurred by him by reason of any default on the part of the Employer in performing and observing the agreements and provisions on the part of the Employer contained in the Contract.
- (b) The Guarantor shall not be discharged or released from this guarantee by any arrangement made between the Employer and the Employee with or without the assent of the Guarantor or by an alteration in the obligations undertaken by the Contract or by any forbearance whether as to payment time performance or otherwise.

4. This agreement shall be construed and shall take effect in all respects in accordance with the laws of Hong Kong.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED by the Guarantor in the
presence of:

.....
(Signature of Witness)



.....
(Signature of Guarantor and chop if
guarantor is a company)

SIGNED by the Employee in the
presence of:

.....
(Signature of Witness)



.....
(Signature of Employee)

Interpreted to the Guarantor in the dialect of the Chinese language by

.....
(Signature of interpreter)

Interpreted to the Employee in the dialect of the Chinese language by

.....
(Signature of interpreter)

- (1) Day
- (2) Month
- (3) Year
- (4) Name of Guarantor (who must be an individual or company permanently resident in Hong Kong).
- (5) Address of Guarantor
- (6) Name of Employee
- (7) Address of Employee
- (8) Name of Employer

- Note :
- (a) Before it is signed the agreement should be interpreted, if necessary, to the Guarantor and the Employee in Chinese and the interpreter should sign where indicated.
 - (b) The agreement should be signed by the Guarantor and by the Employee, in the places indicated, in the presence of a witness who should sign in the margin in the place indicated.
 - (c) If the Guarantor is a limited company its memorandum and articles should be examined to ascertain whether the company has power to sign a Guarantee. If so, a meeting of the directors must be held to pass a resolution authorising one of the directors to sign the agreement on behalf of the company. A copy of the resolution, duly signed by the chairman of the board of directors and the secretary of the company should be attached to the agreement.
 - (d) Copies of the agreement should be retained by the Employee and the Guarantor and the original by the Labour Department.

Mr.

and

Mr.

AGREEMENT