

## ABSTRACT

One growing of sector today is trade in services through foreign labor demand. Foreign workers in a country to help fill labor shortages due to demographic growth in that country. Indonesian overseas workers distributed as expatriates abroad have a positive impact on the country where the channeling of migrant workers creates an increase in state revenue through foreign exchange earnings and reduces the unemployment rate in the country. The employment agreement is one which is very important because it means working relationship between employers and the workers came after an agreement was made and signed by the parties concerned, before workers dispatched abroad. The employment agreement in accordance with the applicable contract law should apply the principle of freedom of contract as a fundamental principle and for the realization of human rights. This writing is about whether agreements between workers with individual service employers abroad have applied the principle of freedom of contract. And whether the employment agreement between workers with individual service users abroad as a standard contract can be binding on both parties as set forth in the principle of pacta sunt servanda. To answer these problems then, the approach is a conceptual approach, as well as the approach to legislation or statute approach. After analysis of the law through both approaches it has been found that in the agreement, the principle of freedom of contract has not been fully implemented and the employment agreement as a standard contract can be binding on both parties as set forth in the principle of pacta sunt servanda. Indonesian overseas worker as well as the object of the agreement should be given the freedom to realize their will in the employment agreement as a form of fulfillment of their fundamental rights as human beings.

**Keywords: Indonesian overseas workers, the principle of freedom of contract, and standard contract**