MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE
SOCIALIST REPUBLIC OF VIET NAM
AND
THE GOVERNMENT OF MALAYSIA
ON
THE RECRUITMENT, EMPLOYMENT
AND REPATRIATION OF WORKERS

THE GOVERNMENT OF MALAYSIA as represented by the **Ministry of Human Resources** and **THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM** as represented by the **Ministry of Labour, Invalids and Social Affairs** (hereinafter referred to singularly as 'the Party' and collectively as 'the Parties');

REFERRING to the Memorandum of Understanding on the Recruitment of Vietnamese workers between the Government of Malaysia and the Government of Socialist Republic of Viet Nam signed on 7 August 2015 (hereinafter referred to as "MOU 2015") whereby both Parties have agreed to promote the rights and protections of both the Employers and the Workers;

BELIEVING that the employment of Workers from Viet Nam in Malaysia shall be an area of cooperation which is mutually beneficial to both Parties; and

REALIZING the need to establish a framework to facilitate the recruitment, employment and repatriation of the said Workers from Viet Nam in accordance with the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources.

HAVE AGREED as follows:

THE GOVERNMENT OF MALAYSIA as represented by the **Ministry of Human Resources** and **THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM** as represented by the **Ministry of Labour, Invalids and Social Affairs** (hereinafter referred to singularly as 'the Party' and collectively as 'the Parties');

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HAVE AGREED as follows:

ARTICLE 1
DEFINITIONS

1. For the purposes of this Memorandum of Understanding (hereinafter referred to as "MoU"):

(a) "Contract of Employment" means the contract of employment entered into between the Employer and the Worker, the format of which is annexed as **APPENDIX A** in Article 4 of this MoU;

(b) "Employer" means a company incorporated under the laws of Malaysia or a sole proprietor or any person in Malaysia providing employment in Malaysia to Workers and who has been given approval by the Government of Malaysia to employ Workers;

(c) "Worker" means a citizen of Viet Nam who is in the process of entering into or has entered into a contract to work in Malaysia for a specified period of time, as stipulated in the Contract of Employment, but does not include domestic workers as defined in the Employment Act 1955 [Act 265] of Malaysia;

(d) "Malaysian Recruitment Agency" (MRA) means a private employment agency licensed under the Private Employment Agency Act 1981 and approved by the Government of Malaysia for the purpose of recruiting Workers; and

(e) "Viet Nam Recruitment Agency" (VRA) means an enterprise licensed under the Law on Vietnamese Workers Working

Abroad under Contract and approved by the Government of Viet Nam for the purpose of recruiting and sending workers to work in Malaysia.

2. Words and expressions in the singular include the plural, and words and expressions in the plural include the singular.

ARTICLE 2
OBJECTIVE

The objective of this MoU is to establish a framework relating to the recruitment, employment and repatriation of the Worker and to protect the rights of both Workers and Employers.

ARTICLE 3
DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this MoU on behalf of the Government of Malaysia will be the Ministry of Human Resources and behalf the Government of the Socialist Republic of Viet Nam will be the Ministry of Labour, War Invalids and Social Affairs.

ARTICLE 4
IMPLEMENTATION

The Parties agree that the recruitment, employment and repatriation of the Worker and the protection of both the Workers and Employers shall be conducted in accordance with and subject to the terms of this MoU and the domestic laws, rules, regulations, national policies and directives of

each Party and within the limits of its competencies, jurisdiction and available resources.

ARTICLE 5
CONTRACT OF EMPLOYMENT

1. Subject to the terms provided under this MoU, the Worker and the Employer shall comply with all Malaysian laws, rules, regulations, national policies and directives relating to employment in Malaysia in accordance with the terms and conditions of the Contract of Employment as per **APPENDIX A**.

2. Any amendments to the terms and conditions of the Contract of Employment made by the Joint Working Group under **APPENDIX C** shall not affect or invalidate any existing Contract of Employment in force between the Employer and the Worker.

3. In the event of total closure or cease of business or winding up, the Worker shall have the opportunity to change the employer within the same sector, upon the approval of the relevant authorities and subject to laws and regulations in Malaysia.

4. The Worker may have an opportunity to change the Employer, in case of exploitation, abuse, physical and mental harassment subject to domestic laws and regulations as determined by the competent authorities.

ARTICLE 6

RECRUITMENT, SAFETY AND SECURITY OF WORKERS

1. The **GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM** shall ensure that the Worker who is selected for employment by the Employer shall fulfil the following conditions prior to his/her entry into Malaysia:

(i) having attained the age of 18 years of age and not more than 45 years of age;

(ii) having possessed the required qualifications and skills specified by the Employer;

(iii) having possessed basic knowledge of Malaysian culture and social practices;

(iv) has successfully completed the pre-departure orientation in Viet Nam;

(v) having possessed basic communication skills either in the English or the Malay language;

(vi) complies with Malaysian immigration laws, rules, regulations, policies and directives;

(vii) complies with the Malaysian medical requirements for foreign workers;

(viii) does not possess any previous criminal records; and

(ix) any other requirements as may be determined by the Government of Malaysia from time to time and as duly informed through the diplomatic channel to the Government of the Socialist Republic of Viet Nam in a timely manner. These requirements shall not affect or nullify the Contract of Employment made between the Employer and the Worker or

any permit or pass or license granted before these requirements are informed.

2. The **GOVERNMENT OF MALAYSIA** shall, subject to the laws, rules, regulations and policies to:

(i) ensure safety, security and welfare of the Worker, with special attention to the female workers;

(ii) take measures for the protection of the Worker from all forms of harassment, abuse and forced labour;

(iii) provide special pass for the Worker who filed a complaint until the settlement of the labour dispute;

(iv) ensure equal and fair treatment to the Worker in comparison to other foreign workers regarding wages, overtime, working conditions and access to justice; and

(v) ensure appropriate facilitation upon arrival at the airport.

ARTICLE 7
PERIOD OF EMPLOYMENT

The Workers who are employed under this MoU shall work in Malaysia:

(a) For a specified period of time in accordance with the Contract of Employment under **APPENDIX A**; and

(b) Subject to the terms and conditions of the Contract of Employment under **APPENDIX A**.

ARTICLE 8
RESPONSIBILITIES

1. The Parties agree that the responsibilities of the Employer, the Worker, the MRA, and the VRA for the purposes of the implementation of this MoU shall be in accordance with **APPENDIX B**.

2. The Parties shall, within their respective jurisdiction, take appropriate action against the Employer, the MRA, the VRA or the Worker contravening any provision of each Party's laws and regulations.

ARTICLE 9
REPATRIATION

The Parties shall facilitate the repatriation of Worker upon the termination of his/her Contract of Employment under **APPENDIX A** of this MoU.

ARTICLE 10
JOINT WORKING GROUP

1. The Parties agree to establish a Joint Working Group (JWG) comprising the relevant officials from the respective Parties dealing

with labour, employment and such relevant matters to discuss any matter arising from the implementation of this MoU.

2. The JWG shall implement this MoU and shall use its best endeavours to perform the functions as set out in the Terms of Reference under **APPENDIX C**.

3. The JWG shall meet as stipulated under **APPENDIX C** and determine the venue and date of the meeting.

ARTICLE 11
FINANCIAL ARRANGEMENTS

1. The financial arrangements to cover expenses for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds.

2. Notwithstanding anything in Paragraph 1 above, expenses for organizing the meetings of the working group shall be borne by the Party hosting the meetings. The Party, which is sending its representatives for participation in the meetings of the working group, if any, shall bear their own travel and living expenses.

ARTICLE 12
REVISION, MODIFICATION AND ADMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this MoU.

2. Any revision, modification or amendment agreed to by the Parties shall be in the writing and shall form an integral part of this MoU.

3. Such revision, modification and amendment shall come into force on such date as may be determined by the Parties.

4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this MoU before or up to the date of such revision, modification or amendment.

ARTICLE 13
SUSPENSION

1. Each party reserves the right to suspend temporarily, either in whole or in part, the implementation of this MoU for reasons of national security, national interest, public order or public health. The suspension shall take effect immediately after notification has been given to the other party through diplomatic channels.

2. The suspension of this MoU shall not affect or nullify the Contract of Employment made between the Employer and the Worker prior the date of suspension of this MoU.

ARTICLE 14
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation or implementation or application of any of the provisions of this MoU shall be settled amicably through mutual consultation or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 15
CONFIDENTIALITY

1. Each Party shall observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.

2. Both Parties agree that the provisions of this Article shall survive the expiry or termination of this MoU.

ARTICLE 16
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This MoU shall enter into force on the date of signing and shall remain in force for a period of five (5) years.

2. This MoU may be extended for a further period as may be decided in writing by the Parties.

3. Notwithstanding anything in this Article, either Party may terminate the MoU by notifying the other Party of its intention to terminate this MoU by furnishing to the other Party a notice in writing through diplomatic channels, at least six (6) months prior to the intended date of termination.

4. The Parties agree that the termination of this MoU shall not affect or nullify the Contract of Employment made between the Employer and the Worker or any permit or pass or license granted prior to the date of termination of this MoU.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, has signed this MoU.

DONE at Ha Noi, Viet Nam, on the 21st day of March in the year 2022 in original/duplicate, two in English.

FOR THE GOVERNMENT OF MALAYSIA	**FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM**
.....	.....
Datuk Seri M. Saravanan	***Mr. Dao Ngoc Dung***
Minister of Human Resources	**Minister of Labour, War Invalids and Social Affairs**

APPENDIX A

CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** is made on this day.... month of ..... 20... between..... (hereinafter referred to as "the Employer") of one part and Mr./Ms. ..... a bearer of Passport No. ..... (hereinafter referred to as "the Worker") of the other part.

WHEREAS, the Employer desires to employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Malaysia;

Therefore,

IT IS HEREBY AGREED as follows:

1. **Duration of the Contract of Employment**

   The duration of the Contract of Employment will be for a period of two (2) years commencing on the day of arrival of the Worker in Malaysia until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. **Occupation**

   The Worker shall be employed as ..... in ..... sector.

3. Wages

3.1 The Worker shall receive a basic wage of RM ..... (excluding allowances and overtime). This basic wage shall comply with the national minimum wage of Malaysia.

3.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.

3.3 The payment of the monthly wages shall be paid to a bank account of the Worker.

3.4 As stipulated in the Regulation 9 of the Employment Regulations 1957 [P.4 (A) 333/83] of Malaysia, every employer shall furnish to every worker employed by him in a separate statement or card the particulars relating to details of wages and other allowances earned during each wage period.

4. Working Hours

Normal working hours shall be eight (8) hours per day in accordance with the labour laws in Malaysia.

5. Overtime

In the event the Worker, upon the request by the Employer, agrees to work in excess of his/her normal eight (8) hours of work, the Worker shall be paid in accordance with the labour laws in Malaysia.

6. Rest Day

6.1 The Worker shall be entitled to weekly rest day in accordance with the labour laws of Malaysia.

6.2 In the event that the Worker, upon the request by the employer, agrees to work on such rest day, the Worker shall be paid in accordance with the labour laws in Malaysia

7. Public Holiday

7.1 The Worker shall be entitled to public holidays in accordance with the labour laws in Malaysia.

7.2 In the event the Worker, upon the request by the employer, agrees to work on his/her public holiday, the worker shall be paid in accordance with the labour laws in Malaysia.

8. Annual Leave

8.1 The worker shall be entitled to paid annual leave as in accordance with the labour laws in Malaysia.

8.2 The Employer upon application from the Worker may grant 15 days leave in case of death of close family member (Parents, Spouse and Children) of the Worker. The leave may be deducted from the accumulated annual leave of the Worker, or in cases where accumulated annual leave is not sufficient, the Employer may grant unpaid leave to the said Worker.

9. Levy

The payment of levy shall be borne by the Employer.

10. Medical and Accident Insurance

The worker shall be insured under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be required for the Workers as imposed by the Government of Malaysia.

11. Deductions

The Employer is entitled to make deduction for not more than 50 percent (50%) in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws in Malaysia.

12. Accommodation

12.1 The Employer shall provide the Worker decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health in accordance with Employees' Minimum Standard of Housing, Accommodations and Amenities Act 1990 [Act 446] of Malaysia.

12.2 The Employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of

RM50 per month or any approved amount for the purpose of providing such accommodation as stipulated under Section 24 (4) (e) of the Employment Act 1955 of Malaysia.

13. Sick Leave

The Worker shall be entitled to a paid sick leave and paid hospitalization leave in accordance with the labour laws in Malaysia.

14. Renewal of Worker's Visit Pass (Temporary Employment)

14.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months prior to the expiry date of the said pass. All costs related to the renewal shall be borne by the Employer. The cost of levy will be as per Paragraph 9 of the Contract of Employment.

13.2 Any penalty or compound imposed due to the failure of the Employer to do so shall be borne by the Employer.

15. Air Passage

The travelling expenses from Viet Nam to any agreed point of entry in Malaysia and the expenses from any agreed point of exit in Malaysia to Viet Nam shall be borne by the Employer upon completion of Contract of Employment.

16. Repatriation

16.1 The repatriation cost of the Worker from their place of work to their original exit point in Viet Nam shall be borne by the Employer under the following circumstances:

(i) At the completion of Contract of Employment;

(ii) Termination of the Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the worker; or

(iii) Termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

16.2 The Worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that are not mentioned in clause 16.1.

16.3 The term "original exit point" in this Contract of Employment shall mean any international airport in Viet Nam.

17. Repatriation in the case of death of the Worker

17.1 In the event of death of the Worker, the Employer shall be responsible for the cost of repatriation of the dead body.

17.2 If the funeral takes place in Malaysia with the consent of the family of the deceased, the employer shall be responsible for the costs of the funeral and repatriation of the remains.

17.3 The Employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

18. Termination

18.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to Viet Nam for the Worker.

18.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and the Worker shall bear the cost of airfare to Viet Nam.

18.3 The Worker may terminate the Employment Contract without prior notice where he/she is immediately threatened by danger and violence by the Employer during his working

time. The Employer shall provide airfare to Viet Nam for the Worker if the Worker decides to terminate the Contract of Employment and the Employer is found to be liable for the breach of the Employment Contract by competent authorities in Malaysia.

19. Restrictions

19.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Malaysia.

19.2 The Worker shall not change employment during the Contract of Employment period and shall not carry or do other business. Provided that in the event of total closure or cease of business or winding up, or in the case of exploitation, abuse, physical and mental harassment, the Worker shall have the opportunity to change the employer within the same sector, upon the approval of the relevant and competent authorities and subject to laws and regulations in Malaysia.

19.3 If the Worker is found by the competent authority concerned engaged in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to Viet Nam at the Worker's own expenses.

20. Safekeeping of Passport

20.1 The Employer shall not keep the passport of the Worker in his/her custody.

20.2 The Passport of the Worker shall be in his/her custody all the time. In the event that the passport is lost or damaged while in the possession of the Worker, the Worker shall bear all related costs for the replacement of his/her passport.

20.3 The Worker shall submit the passport to the Employer for the following purposes:

(i) Medical screenings;
(ii) Application of Visit Pass (Temporary Employment);
(iii) Application of Foreign Worker Identity Card; and
(iv) Renewal of Visit Pass (Temporary Employment).

20.4 The passport shall be return to the Worker upon completion of these purposes.

20.5 In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above-mentioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

21. Outstanding Wages and other payments

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, the Employer shall pay all outstanding

basic wages and all other payments owed to the Worker subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

22. Amendment

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favourable to the Worker subject to relevant laws, regulations, national policies and directives relating to employment applicable in Malaysia.

23. Time is an Essence

Time whenever mentioned shall be the essence of this Contract of Employment.

24. Interpretation

In the event there is a conflict of interpretation between English text and any text in other language used in this Contract of Employment, the English text shall prevail.

25. Laws

This Contract of Employment shall be subjected to the laws of Malaysia.

26. Succession

This Contract of Employment shall be binding of the successor in title, assigns, personnel, representatives of the parties hereto.

27. Language of this Contract of Employment

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Vietnamese and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

IN WITNESS WHEREOF the parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

.....	.....
(Employer's Signature)	(Worker's Signature)
Name:	Name:
NRIC NO:	Passport No:
Address:	Emergency Contact No:
	I hereby declare details of my dependant: Name: Address: Contact No.:

.....	.....
(Signature of Witness from Employer)	(Signature of Witness from Worker)
Name:	Name:
Address:	Address:

APPENDIX B

RESPONSIBILITIES

A. Responsibilities of Employers

1. The Employer shall recruit the Worker through an authorised MRA to recruit Worker in Viet Nam through VRA which is approved by the GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM. The Employer is also responsible for obtaining the approval of the relevant authorities in Malaysia for that purpose.

2. The Employer shall pay the Worker's basic wages and all other payments as agreed in the terms and conditions of the Contract of Employment. Wages shall be paid by Employer on a monthly basis not later than the seventh day after the last day of the wage period. The payment of the monthly wages shall be paid to a bank account of Worker. The Employer shall assist the Worker to open the bank account.

3. The Employer or authorised MRA shall provide the original copy of the Demand Letter and Contract of Employment duly signed by the Employer to the Viet Nam Embassy for attestation purposes. The said Contract of Employment will be forwarded to the VRA in Viet Nam to be submitted to relevant labour authority of Viet Nam. The Contract of Employment will be in English, Malay and Vietnamese languages.

4. Based on the original copy of Contract of Employment attested by the Viet Nam Embassy pursuant to Para 3, the Employer shall sign six (6) original texts of the Contract of Employment in Malaysia before the time of commencement of employment and provide all six

(6) original texts to the Worker in Viet Nam for his/her signature. Thereafter, the Employer shall be provided with three (3) original signed texts, one (1) each in the English, Malays and Vietnamese languages. If there is any dispute to the Contract of Employment, the English text shall prevail.

5. The Employer shall be responsible to adhere to the stipulated requirements pertaining to the recruitment, employment and repatriation of the Worker.

6. The terms and condition of the Contract of Employment must be clearly stated and must be fully explained, and understood by the Workers during selection exercise.

7. The Employer shall be responsible for the following payments:

   (a). Security deposits as required by the Immigration Department of Malaysia;

   (b) Processing fees imposed by the Government of Malaysia;

   (c) Visit Pass (Temporary Employment);

   (d) Insurance under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be required for the Workers as imposed by the Government of Malaysia;

   (e) Medical examination in Malaysia;

   (f) Security Screening;

   (g) Medical examination in Viet Nam;

(h) Single Entry Visa;

(i) Round trip air-ticket; and

(j) Recruitment service charge of 50% of one (1) month minimum wage of the worker per person to be paid to VRA.

Provided that the payment for item (f) and (g) shall be reimbursed by the Employer to the Worker together with payment of first month salary of the Worker.

8. The Employer may advance payment of wages, allowances and other benefits to the Worker as agreed between them. The Employer shall be allowed to deduct such advance from the Worker. However, such deduction shall not exceed 50 percent of the Worker's monthly wages.

9. The Employer shall be responsible to receive the Workers upon arrival at the entry point in Malaysia within 6 hours upon arrival. In case the Employer fails to do so, he/she shall be liable to bear all the expenses incurred during the waiting period.

10 The Employer shall ensure the Worker undergoes medical examination as follows:

(a) within thirty (30) days from the date of arrival;

(b) once every year for the first two (2) years of employment; and

(c) every alternate 2 years of employment.

11. The Employer shall renew the Workers' Visit Pass (Temporary Employment) three (3) months prior to the expiry date of the said pass. Any penalty or compound imposed due to the failure of the Employer to do so shall solely be borne by the Employer.

12. The Employer shall report to the nearest Department of Labour of Malaysia and inform the Viet Nam Embassy in Malaysia for consular assistance in the event of any injury or death of a Worker.

13. In the event of death of the Worker, the funeral and the repatriation of the remains shall be arranged at the expense of the Employer as provided for under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia.

14. The Employer shall at all time respect and pay due regards to the sensitivity of religious belief of the Workers.

15. The Employer shall provide the Workers with reasonable accommodation with basic amenities that meets the stipulated minimum standards on safety and health in accordance with Employees' Minimum Standard of Housing, Accommodations and Amenities Act 1990 [Act 446] of Malaysia. The Employer, upon approval by the Director General of Labour is allowed to impose a wage deduction of RM50 per month or any approved amount for the purpose of providing such accommodation as stipulated under Section 24(4)(e) of the Employment Act 1955 of Malaysia.

16. Ensure additional measures as may be required for meeting the special needs of female workers with regards to working conditions.

17. The Employer shall undertake that the Workers shall be employed for the purpose of duties specified in the Visit Pass (Temporary Employment).

18. The Employer shall furnish to the Malaysian Labour Department particulars of the Worker including the Worker's dependent within fourteen (14) days from the commencement of the employment.

19. The repatriation cost of the Worker from their place of work to their original exit point in Viet Nam shall be borne by the Employer under the following circumstances:

(a) at the completion of Contract of Employment;

(b) termination of the Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker; or

(c) termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

B. Responsibilities of Workers

1. The Workers shall sign the Contract of Employment in Viet Nam before departure to Malaysia six (6) original texts of the Contract of Employment provided by the Employer. Thereafter, the Worker shall keep three (3) original signed texts, one (1) each in Malay, Vietnamese and English languages

2. The Worker shall be responsible for the payment of any charges subject to the relevant laws, rules and regulations in Malaysia.

3. The Workers shall bear all expenses incurred in Viet Nam, except for the service charges referred to in Paragraph 7 of **APPENDIX B**, in accordance with Viet Nam Laws.

4. The Worker shall bear the related approved costs for the accommodation provided by the Employer.

5. The Workers shall bring along a copy of the medical examination report and to be shown upon request at the entry point. All medical examination and procedures shall be governed by the terms and condition determined by the Ministry of Health of Malaysia. The determination of medical facilities to conduct medical examination in Viet Nam should be done in consultation with the Government of the Socialist Republic of Viet Nam.

6. The Workers shall abide all Malaysia laws, rules, regulation, national policies, and directives and respect Malaysian culture, traditions and customs during their stay in Malaysia.

7. The Worker shall be responsible for all expenses relating to repatriation under any circumstances other than:

   (a) at the completion of the Contract of Employment;

   (b) termination of the Contract of Employment by the Employer for reasons other than non-compliance of the terms and conditions of the Contract of Employment by the Worker; or

(c) termination of the Contract of Employment by the Worker due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

C. Responsibilities of the Malaysian Recruitment Agency (MRA)

1. The MRA shall, upon request of the Employer recruit Vietnamese Workers through the VRA.

2. The MRA shall ensure that the Worker provided to the Employer fulfil the employment specification as required by the Employer.

3. The MRA shall be responsible for the arrangement of the entry of the Worker upon arrival at the entry point in Malaysia and thereafter.

4. The MRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained and understood by the Worker respectively.

5. The MRA shall comply with the guideline stated by both Governments for the purpose of recruiting/employing Workers.

D. Responsibilities of Viet Nam Recruitment Agency (VRA)

1. The VRA shall be responsible in providing potential workers according to the Employer's employment specification to be interviewed or selected by the Employers.

2. The VRA shall conduct the interview if authorised by the Employers.

3. The VRA shall facilitate Workers to obtain the necessary travel documents and to arrange for medical check-up at the medical centre accredited by the Ministry of Health of Viet Nam.

4. The VRA shall ensure that the Worker undergo pre-departure orientation program in accordance to the laws of Viet Nam.

5. The VRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained and understood by the Workers during the selection exercise.

6. The VRA shall comply with the guidelines stipulated by both Governments for the purposes of recruiting/employing Workers.

APPENDIX C

TERMS OF REFERENCE FOR THE JOINT WORKING GROUP FOR THE IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM ON THE RECRUITMENT, EMPLOYMENT AND REPATRIATION OF WORKERS

I. Introduction

In accordance with Article 10 of the Memorandum of Understanding between the Government of Malaysia and the Government of The Socialist Republic of Viet Nam on the Recruitment, Employment and Repatriation of Workers signed at ....., on ..... (hereinafter referred to as "MoU"), the Government of Malaysia and the Government of The Socialist of Viet Nam agreed to establish a Joint Working Group (hereinafter referred to as "the JWG"). The establishment of the JWG would provide a forum for coordination and consultation between officials of both Parties to provide solutions on matters concerning the recruitment, employment, and repatriation of Workers in Malaysia.

II. Objective

To ensure appropriate and effective implementation of the Memorandum of Understanding.

III. Principle

1. The work of the JWG shall be conducted in the spirit of cooperation for the purpose of recognizing the interest of both Parties.

2. To promote the rights and the protection of both the Employers and the Workers in Malaysia, as agreed in the MoU and the Contract of Employment.

IV. Role and Function

1. To monitor the implementation of the MoU.

2. To monitor the implementation of any programme regarding the recruitment, employment, and repatriation of the Workers.

3. To monitor and obtain information with regard to employment issues face by the Workers and Employers.

4. To provide advisory services and technical assistance on the employment of Workers.

5. To perform any other task as may be assigned to it by both Parties.

6. To deliberate on issues consequential to the exercise of Article 13 of the MoU prior, during and after the suspension of the MoU and to propose for both Parties to discuss on alternative

solutions or remedial actions due to the suspension of the MoU.

7. To deliberate on issues relating to any differences concerning the interpretation or implementation of any of the provisions of this MoU and its appendices.

8. To propose any amendment, variation or modification to the terms and conditions of the Contract of Employment and any items listed in the attached appendices to the MoU, provided that the amendment, variation or modification made to any appendix to the MoU will only take into effect upon the agreement by both Parties through diplomatic channels.

V. Office

Each Party shall designate an office within its relevant authorities that shall serve as contact with the other Party.

VI. Membership

1. The JWG shall be co-chaired by the officials of both Parties.

2. The JWG shall comprise of appropriate government authorities, including the Embassy of Malaysia in Viet Nam and the Embassy of Viet Nam in Malaysia.

3. Each Party shall determine the relevant government officials respectively to be the members of the JWG and particular government authority to be designated as the focal point for each Party.

VII. Meetings

1. The JWG shall convene at least one (1) meeting a year.

2. Regular meetings of the JWG shall be held alternately in Malaysia and Viet Nam.

3. As and when appropriate, the JWG may hold additional meetings at a venue to be agreed upon by both Parties.

4. When necessary, the JWG shall convene meetings as instructed by both parties.

VIII. Documentation

All record of the JWG shall be in English.

IX. Financial Arrangement

The cost for hosting the JWG and sending government officials to attend the JWG meetings shall be borne by the respective Parties individually.

X. Amendment

1. The terms of reference may be reviewed and amended by mutual consent by the JWG and subject to the endorsement by both Parties.

2. In the event the JWG decides to amend any terms and conditions in the Contract of Employment or any item listed in the Appendices attached to the MoU, such amendment shall have no effect unless and until it is agreed by the Parties.

3. Any amendments to the terms and conditions of the Contract of Employment made by the JWG under Appendix C of this MoU shall not affect or invalidate any existing Contract of Employment in force between the Employer and the Worker.