BỘ NGOẠI GIAO

BỘ NGOẠI GIAO	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** **Độc lập - Tự do - Hạnh phúc**
Số: 40/2015/TB-LPQT	*Hà Nội, ngày 14 tháng 8 năm 2015*

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Bản ghi nhớ giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Ma-lai-xi-a về tuyển chọn và sử dụng lao động ký tại Kua-la-Lăm-pua ngày 07 tháng 8 năm 2015, có hiệu lực kể từ ngày 07 tháng 8 năm 2015.

Về ngôn ngữ ký, theo quy định Bản ghi nhớ được ký bằng tiếng Việt, tiếng Mã-lai và tiếng Anh. Tuy nhiên, trong quá trình chuẩn bị văn kiện phục vụ lễ ký trong chuyến thăm chính thức Ma-lai-xi-a của Thủ tướng Chính phủ từ ngày 07 - 08/8/2015, hai Bên chưa kịp hoàn tất văn bản tiếng Việt và tiếng Mã-lai. Bộ Ngoại giao đã đề nghị Bộ Lao động - Thương binh và Xã hội phối hợp với phía Bạn để sớm hoàn tất việc ký văn bản tiếng Việt và tiếng Mã-lai.

Theo quy định tại Điều 68 của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng gửi Quý Cơ quan bản sao Bản ghi nhớ đã ký bằng tiếng Anh và dự thảo văn bản bằng tiếng Việt để tham khảo.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Nguyễn Văn Ngự

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

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

REFERING 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 1 December 2003 (hereinafter referred to as "MOU 2003") 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;

REALIZING the need to establish a framework to facilitate the recruitment, employment and repatriation of the said Workers from Viet Nam; and

SUBJECT to the laws, rules, regulations, national policies and directives of the respective countries,

HAVE AGREED as follows:

Article 1
DEFINITIONS

For the purpose of this Memorandum of Understanding

"Contract of Employment" means the contract of employment entered into between the Employer and the Worker annexed as **Appendix A** in Article 4 of this Memorandum of Understanding.

"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.

"Worker" means a citizen of Viet Nam who is contracting or contracted to work in Malaysia for a specified period of time, as stipulated in the contract of employment, but does not include domestic workers.

"Malaysian Recruitment Agencies" (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 Worker from Viet Nam.

"Viet Nam Recruitment Agencies" (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.

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 Memorandum of Understanding is to establish a framework relating to the recruitment, employment and repatriation of Workers from Viet Nam who intends to work in Malaysia.

Article 3
TERMS AND CONDITIONS OF EMPLOYMENT

The Parties recognize that the Workers shall be employed in accordance with the terms and conditions of employment as provided under the relevant laws, rules, regulations, national policies and directives relating to employment in Malaysia.

Article 4
CONTRACT OF EMPLOYMENT

1. The Workers employed in Malaysia shall comply with all Malaysian laws, rules, regulations, national policies and directives relating to employment in their conduct as Workers and shall also work 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 in this Memorandum of Understanding shall be proposed by Joint Working Group.

ARTICLE 5
RECRUITMENT CONDITIONS

1. The Government of Viet Nam agrees that the Workers who are selected for employment by the Employer shall fulfil the following conditions prior to their entry into Malaysia:

   i. not less than 18 years of age and not more than 45 years of age;
   ii. possess the required qualifications and skills specified by the Employer;
   iii. possess basic knowledge of Malaysian culture and social practices;

iv. possess the ability to communicate either in English or Malay language;
v. comply with Malaysian immigration and such other relevant procedures;
vi. comply with Malaysian policy on medical examinations for foreign workers requirements;
vii. do not possess any previous criminal records; and
viii. any other requirements as may be determined by the Government of Malaysia from time to time and such requirement shall be duly informed to the Government of Viet Nam.

Article 6
PERIOD OF EMPLOYMENT

1. The Workers who are employed under this Memorandum of Understanding shall work in Malaysia for a specified period of time in accordance with the Contract of Employment subject to the approval of the relevant authority in Malaysia.

2. In the event of any downsizing, total closure, ceasure of business due to cost cutting measures or bankruptcy or winding up, the affected worker from Viet Nam shall be given the opportunity to either return back to Viet Nam or be allowed to change employer in the same sector upon the approval of the relevant authorities in Malaysia.

Article 7
RESPONSIBILITIES OF PARTIES

The Parties agree that the responsibilities of the Employer, Workers, Malaysian Recruitment Agency and Viet Nam Recruitment Agency for the purpose of implementation of this Memorandum of Understanding shall be in accordance with **Appendix B**.

Article 8
JOINT WORKING GROUP

1. The Parties agree to establish a Joint Working Group comprising their relevant officials dealing with labour, employment and such relevant matters to discuss any matter arising from the implementation of this Memorandum of Understanding.

2. The Joint Working Group shall implement this Memorandum of Understanding and shall use their best endeavours to perform the functions as set out in the terms of reference in **Appendix C**.

Article 9
REVISION, MODIFICATION AND AMENDMENT

(i) Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

(ii) Any revision, modification or amendment agreed to by the Parties shall be reduced in the writing and shall form part of this Memorandum of Understanding.

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

(iv) Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

Article 10
SUSPENSION

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

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

Article 11
SETTLEMENT OF DISPUTE

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

Article 12
CONFIDENTIALITY

1. Each Party shall undertake to 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 Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

Article 13
REPEAL

Upon the entry into force of this Memorandum of Understanding, the Parties agreed that the MOU 2003 is hereby repealed and shall have no force or effect between the Parties.

Article 14
ENTRY INTO FORCE, DURATION AND TERMINATION

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

2. This Memorandum of Understanding 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 Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least six (6) months prior to its intention to do so.

4. The Parties agree that the termination of this Memorandum of Understanding shall not affect or nullify the Contract of Employment made between the Employer and the Worker prior to the date of termination of this Memorandum of Understanding.

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

DONE at Kualar Lumpur..., on this 07th day of August 2015..... in six (6) original copies, two each in English, Malay and Vietnamese languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM	FOR THE GOVERNMENT OF MALAYSIA
.....	.....
Madam. Pham Thi Hai Chuyen **Hon.** **Minister of Labour, War Invalids & Social Affairs**	**Dato' Sri Richard Riot Anak Jaem** **Hon.** **Minister of Human Resources**

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..... Passport No. ..... and/or Birth Registration No. ..... (hereinafter referred to as "the Worker") of the other part.

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

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 .... years commencing on the day of arrival of the Worker until such time the Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Wages

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

2.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day of the following month.

2.3 The payment of the monthly wages shall be made through a bank account in the worker's name.

3. Working Hours

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

4. Overtime

Subject to the labour laws in Malaysia, in the event the Worker, upon the request by the Employer, agrees to work in excess of his normal hours of work, the Worker shall be paid at a rate:

(a) In the case of normal day, one and half (1.5) times his hourly rate of pay;
(b) In the case of rest day, two (2.0) times his hourly rate of pay; and
(c) In the case of public holiday, three (3.0) times his hourly rate of pay.

5. Rest Day

5.1 The Worker shall be entitled to one day rest in each week

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

6. Public Holiday

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

6.2 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.

7. Annual Leave

The Worker shall be entitled to annual leave as in accordance with the labour laws in Malaysia

8. Levy

The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.

9. Medical and Accident Insurance

The Worker shall be insured under the Foreign Worker's Compensation Scheme (FWCS) under the Workmen's Compensation Act 1952 and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA).

10. Deductions

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

11. Accommodation

The Employer shall provide the Worker with reasonable accommodation with basic amenities.

12. Sick Leave

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

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

13.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months before the expiry date.

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

13.3 In case the Employer fails to renew the Worker's Visit Pass (Temporary Employment) three (3) months before the expiry date, the worker shall report to the nearest labour office of Malaysia or to the Embassy of Viet Nam and the Embassy of Viet Nam shall forward the report to the Ministry of Human Resources, Malaysia for further action.

14. Air Passage

The first travelling expenses from Viet Nam to any agreed point of entry in Malaysia shall be borne by the Worker 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.

15. Repatriation

The repatriation cost of the Worker from his place of work in Malaysia to his 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. Termination

16.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give two (2) months notice of his intention to terminate such Contract of Employment or two (2) months' wages in lieu of notice to the Worker, and shall provide air fare to Viet Nam for the Worker.

16.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give two (2) months' notice or indemnify two (2) months' wages in lieu thereof to the Employer and the Worker shall bear the cost of air fare to Viet Nam.

17. Restrictions

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

17.2 The Worker shall not change employment during the Contract of Employment period and shall not carry or do other business.

17.3 If the Worker is found by the competent authority concerned creating social problems or engages 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.

17.4 In the event of any downsizing, total closure, ceasure of business due to cost cutting measures or bankruptcy or winding up, the affected worker from Viet Nam shall be given the opportunity to either return back to Viet Nam or

be allowed to change employer in the same sector upon the approval of the relevant authorities in Malaysia.

17.5 In the event the Worker marries any person in Malaysia during the worker's period of employment under this contract of employment, the Government of Malaysia reserves the right to revoke the Visit Pass (Temporary Employment) of the Worker.

18. Extension

The Employer and the Worker may agree that the contract of employment may be extended, subject to any requirements under the laws of Malaysia imposed by the Government of Malaysia.

19. Safekeeping of the Passport

19.1 The Employer shall not keep the passport of the Worker in his custody.

19.2 The Worker shall carry the passport all the time. In the event that the Worker's passport is lost or damaged, the Worker shall bear all related expenses.

19.3 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 Workers Identity Card; and
(iv) renewal of Visit Pass (Temporary Employment).

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

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 expenses.

20. Foreign Worker Identity Card

The employer shall ensure that each Worker receives the Foreign Worker Identity Card (I-Kad).

21. Outstanding Wages and other payments

In the event the worker is to be repatriated before the expiry of the Contract of Employment, the employer shall pay all outstanding basic wages and all other payments owed to the worker subject to relevant laws in Malaysia.

22. Amendment

The Employer and the Worker may amend the Contract of Employment to incorporate any other terms and conditions which shall be more favourable to the Worker.

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 the 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.

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)
Name:
NRIC No.
Address:

(Worker's Signature)
Name:
Passport No.:
Emergency Contact No.

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

I hereby declare details of my dependant:
Name:
Address:
Contact No.

.....

(Signature of Witness from Worker)

Name:
Address:

APPENDIX B

Responsibilities of Employers

(i) The Employer shall recruit Workers directly or through an authorised Malaysian Recruitment Agency to recruit Worker in Viet Nam through Viet Nam Recruitment Agency which is approved by the Government of Viet Nam. The Employer is also responsible for obtaining the approval of the relevant authorities in Malaysia for that purpose.

(ii) The Employer shall comply with the terms and conditions stipulated in the Contract of Employment including the payment of basic wages (excluding allowances and overtime) in accordance to the national minimum wage.

(iii) The Employer shall ensure the wages will be paid on a monthly basis not later than seventh day of the following month and payment of the monthly wages shall be made through a bank account in the name of the Worker.

(iv) The Employer and/or authorised Malaysian Recruitment Agency shall provide the actual Contract of Employment duly signed by the employer to the Viet Nam Embassy for attestation purposes. The said Contract of Employment will be submitted to the Workers and/or Viet Nam Recruitment Agency to be signed by the Workers in Viet Nam before departure. A copy of the said Contract of Employment shall be furnished to the relevant labour authority of Viet Nam. The Contract of Employment will be in bilingual (English and Vietnamese). If there is any dispute to the Contract of Employment the English text shall prevail.

(v) The Employer shall be responsible for all the requirements relating to the entry and employment of the Workers in Malaysia;

(vi) The terms and conditions of the Contract of Employment must be clearly stated and must be fully explained, and understood by the Workers during selection exercise;

(vii) The Employer shall be responsible for the following payments:

(a) Security deposits as required by the Immigration Department of Malaysia;
(b) Processing Fees;
(c) Visit Pass (Temporary Employment);
(d) Insurance under the Foreign Worker's Compensation Scheme (FWCS) and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA); and
(e) Medical examination.

(viii) The Employer may advance such payment and shall be allowed to deduct not more than 50% from the Workers' monthly wages for all types of deductions to recover such advances. The amount and duration of deduction must be clearly stated in the separate agreement between both Parties.

(ix) The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.

(x) The Employer shall be responsible to receive the Workers upon arrival at the entry point in Malaysia as soon as possible, but not exceeding 24 hours from the time of arrival.

(xi) The Employer shall ensure the Worker undergo medical examination as follows:

(a) within thirty (30) days from the date of arrival of the Worker in Malaysia;
(b) once every year for the first two years of employment; and
(c) as required by the Government of Malaysia for the subsequent years of employment.

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

(xiii) The Employer shall ensure that each Worker receives the Foreign Worker Identity Card (I-Kad).

(xiv) 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 Workmen's Compensation Act 1952. The employer shall report to the nearest Labour Department in the event of any injury or death of the Workers as provided under the Workmen's Compensation Act 1952.

(xv) The Employer shall at all times respect and pay due regards to the sensitivity of religious belief of the Workers.

(xvi) The Employer shall provide the Workers with reasonable accommodation with basic amenities.

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

(xviii) The Employer shall furnish the Malaysian Labour Department particulars of the Workers inclusive of the worker's next of kin within 14 (fourteen) days from the commencement of the employment.

(xvix) The repatriation cost of the Workers from their place of work to their original exit point in Viet Namshall 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.

Responsibilities of Workers

(i) The Workers shall sign the Contract of Employment and retain a copy of such Contract of Employment.

(ii) The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.

(iii) The Workers shall bear all expenses incurred in Viet Nam in accordance with the Viet Nam laws.

(iv) 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 conditions determined by Ministry of Health of Malaysia.

(v) The Workers shall not be involved in any marital knot during their stay in Malaysia. The Workers shall not be allowed to bring in their family members. The Employer shall report to the Immigration Department in the event of contravention of this condition.

(vi) The Workers shall be responsible to produce the Foreign Worker Identity Card (I-Kad) to the enforcement agency whenever required as the identity document for the workers during their stay in Malaysia.

(vii) The Workers shall abide by all Malaysia laws, rules, regulations, national policies and directives and respect Malaysian traditions and customs during their stay in Malaysia.

(viii) The Worker shall report to the Viet Nam mission in Malaysia in case the Contract of Employment is extended.

(ix) The repatriation cost of the Workers shall be borne by the Workers in the event of:

(a) termination due to misconduct in the work place;
(b) resignation or abscondment of the Workers; or
(c) termination of employment as stipulated in the Contract of Employment.

Responsibilities of Malaysian Recruitment Agencies

(i) MRA shall ensure that the Viet Nam Workers provided to the Employer fulfill the specification as required by the Employer.

(ii) MRA shall be responsible for the arrangement of the entry of the Viet Nam Workers upon arrival at the entry point in Malaysia and thereafter.

(iii) MRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained and understood by the Viet Nam Workers respectively.

(iv) MRA shall comply with the guidelines stated by both Governments for the purpose of recruiting/employing Viet Nam Workers.

(v) MRA shall cooperate with the VRA in Viet Nam and the employer to settle any disputes arise during their employment before repatriation.

Responsibilities of Viet Nam Recruitment Agencies

(i) The VRA shall be responsible in providing potential workers according to the Employers' specification to be interviewed or selected by the Employers.

(ii) The VRA shall conduct the interview if authorized by the Employers.

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

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

(v) The VRA shall provide the list of selected Workers endorsed by the Ministry of Labour, War Invalids and Social Affairs to Malaysian Mission in Viet Nam for issuance of employment visa.

(vi) The VRA shall comply with the guidelines stated by both Governments for the purpose of recruiting/employing Viet Nam Workers.

(vii) The VRA shall cooperate with the MRA and the Employer to settle any disputes arise during their employment before repatriation.

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 EMPLOYMENT OF WORKERS

I. Introduction

In accordance with Article 8 of the Memorandum of Understanding between the Government of Malaysia and the Government of The Socialist Republic of Viet Nam on the Employment of Workers signed at ..., Malaysia on .... 20xx (hereinafter referred to as "–Memorandum of Understanding"), the Government of Malaysia and the Government of The Socialist Republic 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. Principles

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 right and the protection of both Employers and the Workers in Malaysia, as agreed in the Memorandum of Understanding and the Contract of Employment.

IV. Role and Functions

1. To monitor the implementation of the Memorandum of Understanding.

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

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

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

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

6. 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 Memorandum of Understanding, provided that the amendment, variation or modification made to any appendix to the Memorandum of Understanding will only take into effect upon the agreement by both Parties through diplomatic channels.

7. To deliberate on issues consequential to the exercise of Article 10 of the Memorandum of Understanding prior, during and after the suspension of the Memorandum of Understanding and to propose for both Parties to discuss on alternative solutions or remedial actions due to the suspension of the Memorandum of Understanding.

V. Office

Each Party shall designate an office within its relevant authorities that shall serve as contact point 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 Embassy of Viet Nam in Malaysia.

3. Each Party shall determine the relevant government authorities 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 two (2) meetings per 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 records 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 Memorandum of Understanding, such amendment shall have no effect unless and until it is agreed by the Parties.

VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN

Địa chỉ:	Số 1, Hoàng Hoa Thám, Ba Đình, Hà Nội
Điện thoại liên hệ:	
- Nội dung:	080.44417; Fax: 080.44517
- Phát hành:	080.48543
Email:	congbao@chinhphu.vn
Website:	http://congbao.chinhphu.vn
In tại:	Xí nghiệp Bản đồ 1- Bộ Quốc phòng

Giá: 10.000 đồng