

Memorandum of Understanding

between the Ministry of Expatriates' Welfare and Overseas Employment of Bangladesh and the Ministry of Employment and Labor of the Republic of Korea on the Sending of Workers to the Republic of Korea under the Employment Permit System

The Ministry of Expatriates' Welfare and Overseas Employment of Bangladesh and the Ministry of Employment and Labor of the Republic of Korea (hereinafter referred to as the "Sides"),

Respecting the principle of equality and mutual benefit,

Desiring to enhance the existing friendly relations between the two countries through cooperation in the fields of employment and labor affairs, and human capacity building, and

Recognizing the benefits to be derived from such cooperation by both countries,

Have reached the following understanding:

Paragraph 1. Purpose

1. The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to sustain a viable framework for cooperation between the Sides and to enhance transparency and efficiency in the process of sending and receiving Bangladeshi workers to the Republic of Korea (hereinafter referred to as "Korea"), by setting out the provisions for the Sides to follow concerning the sending of workers under the Employment Permit System for Foreign Workers (hereinafter referred to as the "EPS") in Korea.
2. This MOU will be carried out within the framework of the respective laws and regulations of the two countries and subject to the availability of appropriate funds and personnel of the Sides.

Paragraph 2. Definitions

For the purpose of this MOU,

- (a) the term "employer" refers to a business owner who obtains permission from the Ministry of Employment and Labor of Korea (hereinafter referred to as the "MOEL") to employ foreign workers pursuant to the Act on Foreign Workers' Employment of Korea (hereinafter referred to as the "Foreign Employment Act");
- (b) the term "job seeker" refers to a Bangladeshi national who wants to work in Korea pursuant to the Foreign Employment Act;
- (c) the term "worker" refers to a Bangladeshi national who has signed or intends to sign a labor contract with an employer in Korea for the purpose of working in Korea for a certain period pursuant to the Foreign Employment Act;
- (d) the term "sending agency" refers to an agency which has the authority to recruit and send Bangladeshi workers who want to be employed in Korea pursuant to the Foreign Employment Act;
- (e) the term "receiving agency" refers to an agency which has the authority to manage the job seekers' roster and to receive Bangladeshi workers from a sending agency of Bangladesh pursuant to the Foreign Employment Act;
- (f) the term "test agency" refers to an agency authorized by the MOEL which is entrusted with the overall implementation of the EPS-Test of Proficiency in Korean (hereinafter referred to as the "EPS-TOPIK") and skills test, including making test announcements, receiving applications, making test questions, and conducting the test pursuant to the Foreign Employment Act; and
- (g) the term "Korean EPS center" refers to a representative office in Bangladesh under the receiving agency to provide support for the process of sending and receiving Bangladeshi workers on behalf of the MOEL and the receiving agency.

Paragraph 3. Sending Agency and Receiving Agency

1. The Ministry of Expatriates' Welfare and Overseas Employment of Bangladesh (hereinafter referred to as the "MEWOEB") is the government agency primarily responsible for sending Bangladeshi workers to Korea. However, in implementing this MOU, the Sides jointly decide that the MEWOEB designates Bangladesh Overseas Employment and Services Limited (hereinafter referred to as the "BOESL") as the sending agency.
2. The BOESL is a state-owned company under the authority of the MEWOEB financed by the national budget and will be directly in charge of recruiting and sending Bangladeshi workers. No other agency than the BOESL can take part in the sending process under this MOU.
3. The MOEL is the government agency primarily responsible for receiving Bangladeshi workers who are sent to Korea under the EPS. However, in implementing this MOU, the Sides jointly decide that the MOEL designates the Human Resources Development Service of Korea (hereinafter referred to as the "HRD Korea") as the receiving agency.
4. The HRD Korea is an affiliated agency of the MOEL financed by the national budget and will be directly in charge of managing the job seekers' roster and receiving Bangladeshi workers.

Paragraph 4. Sending Fee

1. Each worker will pay the sending agency the actual costs incurred in the process of receiving application and sending workers.
2. Pursuant to sub-paragraph 1, upon the signature of this MOU, the sending agency will provide the MOEL with information on the total amount of the sending fee to be collected per worker as well as a breakdown of the fee. The MOEL can request the sending agency to reduce the sending fee if the MOEL deems that the fee includes unnecessary items or is assessed to be excessively high when considering Bangladesh's national economic situation (such as national income) and other countries' sending fees.

3. The sending agency will publicly announce in Bangladesh the sending fee that was jointly decided with the MOEL.
4. When changes in the sending fee which has originally been jointly decided are inevitable due to inflation or other reasons, the sending agency will inform the MOEL and consult on the matter in advance.

Paragraph 5. Implementation of the EPS-TOPIK and skills test

1. The MOEL will implement the EPS-TOPIK for an objective selection of job seekers pursuant to the Foreign Employment Act. If necessary, skills test may be conducted to provide employers with additional information about job seekers who passed the EPS-TOPIK. For the implementation of the EPS-TOPIK and skills test, the MOEL designates the HRD Korea as the test agency.
2. The MEWOEB and the sending agency will provide assistance and support in the following areas for the smooth implementation of the EPS-TOPIK and skills test:
 - (a) distributing and receiving application forms for the EPS-TOPIK and skills test;
 - (b) providing the sites for receiving applications and conducting the tests, and maintaining order around the sites;
 - (c) streamlining customs clearance and exempting from customs duties on test-related materials that are brought into Bangladesh for the EPS-TOPIK and skills test;
 - (d) facilitating the immigration process including visa issuance for staff of the test agency or other personnel involved in implementing the EPS-TOPIK and skills test;
 - (e) exempting the EPS-TOPIK application fee from taxation and facilitating remittance; and
 - (f) other assistance requested by the MOEL and the test agency.

3. The MOEL and the test agency will provide assistance and support as requested by the MEWOEB and the sending agency for the fair and efficient implementation of the EPS-TOPIK and skills test.
4. Qualifications for the EPS-TOPIK applicants are as follows:
 - (a) persons aged from 18 to 39 (not exceeding 39 on the test date);
 - (b) persons who have not been convicted of a crime punishable by imprisonment or a more severe punishment;
 - (c) persons who have no record of deportation or departure orders from Korea; and
 - (d) persons who are not restricted from departure from Bangladesh.
5. Qualifications for the skills test applicants are persons who passed the EPS-TOPIK within its two (2) year validity period or who are already registered in the job seekers' roster.
6. The EPS-TOPIK certificate will be valid for two (2) years from the date when the test result is announced. The result for the skills test, which is not on a pass/fail basis, will be provided to employers to be used as information about job seekers during their valid job seeking period.
7. The test agency and the sending agency may sign a Service Commitment Agreement to regulate specific matters regarding the implementation of the EPS-TOPIK and skills test.
8. If necessary, the test agency and the sending agency will designate a public agency(s) to support the EPS-TOPIK and skills test related task through prior consultation. The designated agency will carry out the EPS-TOPIK and skills test related task decided upon by the test agency and the sending agency.
9. If disruption occurs in implementing the EPS-TOPIK and skills test due to lack of cooperation between the test agency and the sending agency, or if the EPS-TOPIK or skills test cannot be implemented for certain reasons, the MOEL may take necessary measures, including the suspension of the EPS-TOPIK or skill test.

Paragraph 6. Recruitment of Job Seekers

1. Job seekers who have passed the EPS-TOPIK will submit their job application to the sending agency.
2. The sending agency prepares the list and profiles of job seekers (hereinafter referred to as the "pre-roster") who meet all prerequisites stated below.
 - (a) persons who have passed the EPS-TOPIK (within the valid period of EPS-TOPIK certificate);
 - (b) persons who hold a passport that is valid for at least one (1) year; and
 - (c) persons who have taken and passed the medical checkup determined by the MOEL.
3. When the job seekers meet the above qualifications, the sending agency will immediately transfer the pre-roster to the receiving agency for inclusion in the job seekers' roster (hereinafter referred to as the "roster"). The pre-roster prepared by the sending agency will include the following information:
 - (a) job seeker's personal information (including name, nationality, date of birth, identification number and physical condition);
 - (b) a copy of the job seeker's passport;
 - (c) desired employment conditions (including wage and type of industry);
 - (d) personal and career background (including education, work experience and certificates);
 - (e) information on the EPS-TOPIK taken by the job seeker (including test date and score); and
 - (f) information on the skills test taken by the job seeker (including test date, score and status).
4. The receiving agency sets up the roster. If there is any error in the pre-roster, the receiving agency will return it for corrections to the sending agency which will send it back within two (2) weeks from the request for correction.

5. If the number of qualified job seekers exceeds the allocated number of the Bangladeshi job seekers on the roster, the selection will be made according to methods jointly decided upon by the Sides.
6. The sending agency will inform the job seekers that their inclusion in the roster will not guarantee them any job in Korea.
7. The sending agency will establish and maintain necessary IT infrastructure for installation of the Sending Public Agency System (SPAS, a computer program for setting up the roster), and the receiving agency will send the relevant information to the sending agency.

Paragraph 7. Management of Job Seekers' Roster

1. The roster will be valid for one (1) year. When the roster expires, job seekers can be registered again within the valid period of his/her EPS-TOPIK certificate, and the sending agency will make efforts to ensure the re-registration of job seekers into the roster within an established time frame.
2. If there is any change in the information on the roster, including the job seeker's contact details and intention of searching for a job, the sending agency will inform the receiving agency of such changes and the reason for the changes.
3. The MOEL will inform the MEWOEB of the types of industries allowed under the EPS and the allocated number of job seekers on the roster each year.

Paragraph 8. Labor Contract

1. Each Employer will draw up a labor contract after selecting a worker on the roster and the receiving agency will send the contract to the sending agency.

2. The sending agency will explain the content of the labor contract to each worker so that he/she can fully understand it and decide whether or not to sign the labor contract of his/her own free will.
3. Within fourteen (14) days of receiving the labor contract, the sending agency will inform the receiving agency whether each labor contract has been signed by the worker, or if not signed, the reason for not signing it. If the decision on the signing of the labor contract is not conveyed within fourteen (14) days, the receiving agency may declare the contract unconcluded after consultation with the employer.
4. If any job seeker cancels a signed labor contract or does not sign a labor contract twice without any due reason, the receiving agency can exclude him/her from the roster.
5. The sending agency will provide the original copy of the labor contract to the worker who signed it and have him/her bring it when going to Korea.

Paragraph 9. Pre-departure Education

1. The sending agency will conduct a pre-departure education promptly for the workers who have signed labor contracts so that they can enter Korea in a timely manner.
2. The sending agency will decide contents and length of the education through prior consultation with the MOEL.
3. The sending agency will either conduct the pre-departure education by itself or select a public agency(s) to be entrusted with the pre-departure education through prior consultation with the MOEL.

Paragraph 10. Visa Issuance

1. The sending agency will inform the workers immediately after receiving the Certificate for Confirmation of Visa Issuance (hereinafter referred to as the "CCVI") from the receiving agency and apply for a visa for them by submitting required documents to the Korean diplomatic mission in the Bangladesh.

2. The receiving agency can cancel the labor contract of any worker who does not apply for a visa within three (3) months of the validity period of the CCVI.
3. If any worker issued CCVI decides not to go to Korea or is unable to go to Korea due to reasons such as the employer's cancellation of the labor contract, the sending agency will cooperate in taking measures to cancel the CCVI upon request by the receiving agency.
4. The sending agency is the only organization authorized to assist in visa applications, and no other organizations can intervene in the process.

Paragraph 11. Entry of Workers

1. The sending agency, in order to keep employers informed as to the progress of the workers' preparations for their entry into Korea, will update information into the EPS Network at every stage. Such Information will include the completion of pre-departure education, visa applications, etc.
2. The sending agency and the receiving agency will confirm the entry date for CCVI issued workers at least one (1) week prior to their entry, taking into account their post-arrival education schedules.
3. The sending agency will take necessary measures, including making flight reservations in advance, to ensure that workers enter Korea on the scheduled date.
4. The sending agency and the receiving agency will continue to improve the sending process in an effort to avoid any unnecessary delays before entering Korea.

Paragraph 12. Placement of Workers

1. The MOEL will conduct post-arrival education and medical checkup for workers before they start work. The MOEL will determine the organization(s) in charge of the post-arrival education and medical checkup.

2. Workers who failed the medical checkup due to medical problems discovered during the examination in Korea will be sent back to Bangladesh. The receiving agency will inform the sending agency of the workers.
3. If a worker returns to Bangladesh prior to the termination of his/her labor contract period for reasons such as problems in the medical checkup, or failure to adjust to the workplace, he/she will bear the general expenses including the airfare for his/her departure from Korea. If he/she is unable to afford such expenses the Bangladesh government will assist in covering the cost of his/her return to Bangladesh.

Paragraph 13. Support in the Sending and Receiving Process

1. The MOEL or receiving agency may locate the Korean EPS center in Bangladesh to provide support for the process of sending and receiving Bangladeshi workers.
2. The Korean EPS center, through consultations with the MEWOEB and the sending agency, may assist, monitor, and advise the labor sending process. Specifics, such as the date and process concerning their dispatch, will be determined through consultations between the Sides in advance.
3. The MEWOEB and the sending agency will provide cooperation, such as issuance of long-term visa for employees of the Korean EPS center and their families, provision of related materials, and responses to interview requests in order to facilitate their work in Bangladesh.

Paragraph 14. Employment and Sojourn Management

1. A worker will be allowed to work in Korea for up to three (3) years from the date of entry. However, in some cases, workers may be allowed to extend their employment period for the maximum of one (1) year and ten (10) months subject to compliance with the pertinent provisions of the Foreign Employment Act.

2. All voluntary returnees who went back to their home country upon the completion of their labor contract will be subject to a 6-month re-entry restriction period. However, the workers who have been sincerely committed to their work during their employment without changing workplace will be granted permission to re-enter three (3) months after departing from Korea and given exemptions from the EPS-TOPIK as well as the pre-departure and post-arrival education by request of qualified employers.
3. The MEWOEB and the sending agency will ensure that all workers observe all laws of Korea including the Foreign Employment Act and the Emigration and Immigration Control Act. The MOEL and receiving agency will protect foreign workers' rights in accordance with the related labor laws of Korea.
4. The MEWOEB and the sending agency, in order to support the process of employment and sojourn management, may dispatch representatives to Korea. Specifics, such as the date and process concerning their dispatch as well as their roles, will be determined through consultations between the Sides in advance.
5. The MOEL and the receiving agency will provide cooperation, such as support in issuance of long-term visa, provision of related materials, and responses to interview requests in order to facilitate the tasks of the dispatched representatives.
6. The Sides will make effort to help the workers to receive the benefits of Departure Guarantee Insurance and Return Cost Insurance through the regular procedure before they leave Korea.
7. The Sides will instruct returning workers to receive their insurance payments for the Departure Guarantee Insurance and Return Cost Insurance and give support for those who have already returned home without the payments to make a payment claim.

Paragraph 15. prevention of Corruption and Countermeasures against Illegal Stay of Workers

1. The Sides will make efforts to ensure the transparency and efficiency of the sending and receiving process. In an effort to enhance transparency, the Sides may establish a complaint center where malpractices can be reported.
2. The MEWOEB and the sending agency will advertise the key contents and employment procedures of the EPS and the sending fee in Bangladesh. Specifics, such as the advertising method and dates, will be decided through consultations with the MOEL, the receiving agency or the Korean EPS center.
3. The MEWOEB and the sending agency will assist the MOEL, the receiving agency or the Korean EPS center in advertising the EPS through means such as holding presentations in Bangladesh.
4. The Sides will make efforts for the employment and sojourn management of Bangladeshi workers such as preventing them from being absent without leave, encouraging their voluntary departure from Korea upon the expiry of their employment period, and reducing the number of illegal Bangladeshi workers residing in Korea.
5. The MOEL will take measures to facilitate re-entry and re-employment process of Bangladeshi workers who worked with sincerity during their employment period without changing workplace, and inform the MEWOEB of workers with expiring employment period.
6. The MEWOEB will encourage voluntary return of the workers and provide quarterly plans and goals for managing the rate of illegal stay of workers with expired employment period.
7. The sides will cooperate to ensure the smooth implementation of the Returnee Support Program, including active job placement services to help returning workers adapt to their home country.

8. In case severe corruption is found in the sending process or the number of Bangladeshi workers absenting from workplace without leave or staying illegally in Korea exceeds a certain percentage, which is the average of all sending countries, the MOEL may take necessary measures such as reduction of the allocated number of job seekers on the roster, the temporary suspension of the sending of workers or the cancellation of this MOU.

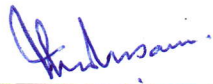
Paragraph 16. General Provisions

1. Any differences or disputes which may arise in the interpretation or implementation of this MOU will be resolved through consultations between the Sides.
2. If matters that are not covered by this MOU arise in the sending and receiving process, or if some provisions of the MOU need to be revised, the Sides may revise or add supplementary provisions by mutual written consent.

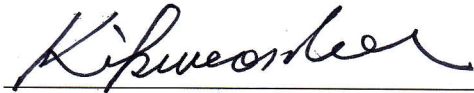
Paragraph 17. Entry into Effect and Term of Validity

1. This MOU will come into effect on the date of the signature by the Sides.
2. Once this MOU takes effect, the MOU signed between the Sides on the 13th day of June 2012 will be terminated.
3. This MOU will remain in effect for two (2) years. However, this MOU may be suspended or terminated for any justifiable reason provided in a written notice from either of the Sides to the other side three (3) months prior to the effectiveness of the notice.
4. If the 2-year validity of this MOU expires during its renewal negotiation, it will maintain its effectiveness until the signing of new MOU, unless there is a termination request from either of the Sides.

Signed in duplicate at Seoul and Dhaka on the 13th day of September
2014 in the English language.



For the Ministry of Expatriates'
Welfare and Overseas
Employment of Bangladesh



For the Ministry of
Employment and Labor of
the Republic of Korea