

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TAIPEI ECONOMIC AND TRADE OFFICE, JAKARTA, INDONESIA
AND
THE INDONESIAN ECONOMIC AND TRADE OFFICE TO TAIPEI
ON
THE RECRUITMENT, PLACEMENT AND PROTECTION OF INDONESIAN
MIGRANT WORKERS**

The Taipei Economic and Trade Office, Jakarta, Indonesia (hereinafter called "TETO"), and the Indonesian Economic and Trade Office to Taipei (hereinafter called "IETO"), hereinafter called "the Parties",

Considering the friendly and cooperative relations between the Parties;

Desiring to enhance the existing friendly relations between the Parties through cooperation in the field of manpower;

Ensuring the personal safety and freedom of the Indonesian workers, who are working in the territory represented by TETO;

Recognizing the benefits to be derived from close cooperation;

Pursuant to the prevailing laws and regulations of the Parties,

HAVE AGREED AS FOLLOWS:

Article 1

For the purpose of this Memorandum of Understanding the relevant terms are defined as follows:

1. **"Workers"** mean Indonesian citizens who are recruited and employed in the territory represented by TETO in accordance with the laws and regulations of the territory represented by TETO.
2. **"Working contract"** means a written contract made by worker and employer which covers rights and obligations of worker, such as job description, working hours, period of employment, wage, and occupational safety and health insurance, as well as the rights and obligations of employer within the period of employment which is endorsed by IETO.
3. **"Employers"** mean companies as well as individuals that employ workers in the territory represented by TETO.

4. **“Placement of Manpower”** means recruitment of workers through selection according to job requirements in the territory represented by TETO.
5. **“Indonesian Migrant Workers Placement Agency”, “hereinafter called as “P3MI”**, is a company authorized by the competent authority in the territory represented by IETO to carry out the activity of service of manpower placement in the territory represented by TETO.
6. **“Business Partnership for Manpower Placement”, hereinafter called as “the Agency”**, is an institution or a company authorized by the competent authority in the territory represented by TETO to recruit and place workers.
7. **“Recruitment Agreement”** means a written agreement between P3MI and the Agency or an employer (company) concerning placement of workers, which regulates the rights and obligations of P3MI and the Agency or employer (company) and the protection of workers.
8. **“Re-entry Hiring Program”** means a working contract’s extension with the same employer without involvement of P3MI and the Agency.

Article 2

1. The objective of this Memorandum of Understanding is to strengthen cooperation in recruitment, placement, and protection of workers and to provide opportunities to further relations for mutual benefits.
2. The Parties agreed to promote bilateral collaboration and exchanges in matters of vocational training, skills development, employment assistance, start-up for women, capacity building for persons with disabilities through the platform of international organizations or regional partnership mechanisms.

Article 3

Workers who are permitted to work in the territory represented by TETO shall be entitled to the protection under the laws and regulations of the territory represented by TETO during the valid period of employment.

Article 4

The Parties shall provide concrete and effective measures to guarantee compliance with the laws and regulations of the territory represented by TETO and fulfillment of contract obligations by workers and employers.

Article 5

The Parties shall respectively supervise the accredited agencies and employers in the territory represented by TETO. Punishment shall be imposed on any irregularities in accordance with the laws and regulations of the territory represented by TETO.

Article 6

Requisition of placement of workers by employers in the form of job orders shall be approved by the authority of both Parties.

Article 7

The Parties shall conclude arrangements for the exchange of information including labor market information and endeavor to develop cooperation in recruitment, placement and protection of workers, which forms an integral part of this Memorandum of Understanding.

Article 8

1. For the purpose of consultation and the exchange of information, both Parties agreed to establish a Joint Working Group and the Joint Working Group shall conduct regular meetings annually or it deemed necessary alternately in the territory represented by TETO or in the territory represented by IETO.
2. If there are technical issues that need to be discussed further will be discussed at the meeting of the Joint Task Force (JTF) in accordance with the agreement of both Parties.

Article 9

The Parties shall take necessary measures to protect workers and to simplify procedures for hiring workers as regulated in the arrangement.

Article 10

Any labour disputes which may arise between worker(s) and employer(s) in the territory represented by TETO shall be resolved according to the laws and regulations in the territory represented by TETO.

Article 11

1. The Parties agreed to designate medical centers in the territory represented by IETO to carry out medical examinations for workers.

2. All medical examinations and the procedures as well as the results of medical examinations of workers shall be governed by the terms and conditions determined and recognized by the Parties.
3. Medical expenses incurred by workers in the territory represented by TETO shall be borne by the health insurance in conformity with existing regulations. Any other expenses not covered by the health insurance shall be resolved between employers and workers with respect to their respective shares according to the laws and regulations of the territory represented by TETO. Moreover, when the workers cannot afford the expenses, it shall be resolved with the support of IETO.

Article 12

1. The Parties agreed that the recruitment, placement and protection programs shall be implemented through an employment service system.
2. The programs of recruitment, placement and protection as stated in paragraph 1, which include the agencies, employers and workers, shall be the responsibility of the authorities of the Parties.
3. Besides the existing recruitment system, the Parties agreed to shorten the procedures, simplify the documents, to give the precedence to the Re-entry Hiring Program, and to expand the contents of occupation in the Direct Hiring Program afterwards when it is permitted by the regulations of the Parties.

Article 13

The Parties shall consider the arrangement and facilitation of arrival and repatriation of workers at the airports in the territory represented by TETO.

Article 14

The Parties agreed to prevent workers from being the victim of exploitation as well as human trafficking, and to share information, to promote anti-trafficking and to provide the needed travel documents to victims for safe return.

Article 15

1. According to the laws and regulations of the territory represented by TETO, the matters in sheltering and repatriating irregular workers within the territory represented by TETO are the responsibility of the territory represented by TETO. However, in accordance with the law, the shelter and repatriation expenses shall

be paid by the irregular workers. In case the said worker cannot afford to pay the expenses, IETO shall provide assistance to facilitate settlement.

2. IETO shall provide assistance to facilitate settlement of medical expenses incurred by its irregular workers within the territory represented by TETO.

Article 16

Any disputes arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled amicably through consultation or negotiation between the Parties.

Article 17

1. This Memorandum of Understanding may be amended or revised. Either party may request the revision or amendment in writing. Any revision agreed by the Parties in conformity with the laws and regulations of the Parties shall form an integral part of this Memorandum of Understanding.
2. This Memorandum of Understanding shall remain in force for a period of 4 (four) years from the date of signature, subject to extension by mutual agreement of the Parties. Either Party may terminate this Memorandum of Understanding by giving written notice within the period of validity and at least 3 (three) months prior to the date of termination.
3. If the 4 (four) years 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 Parties.

DONE in duplicate at Taipei on the December 14, 2018, in the Chinese, Indonesian and English languages, with all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.

Taipei Economic and Trade Office, Jakarta,
Indonesia

A stylized signature consisting of a large, loopy 'S' shape with a horizontal line crossing it.

John C. Chen

Representative

Indonesian Economic and Trade Office
to Taipei

A signature that starts with a large 'D' and ends with a long, sweeping horizontal line.

Didi Sumedi

Representative