

MEMORANDUM OF UNDERSTANDING
BETWEEN
The Taipei Economic and Cultural Center in New Delhi, India
AND
The India Taipei Association
ON
THE FACILITATION OF EMPLOYMENT OF INDIAN WORKERS

The Taipei Economic and Cultural Center in India (hereinafter called "TECC") and the India Taipei Association in Taipei (hereinafter called "ITA") , 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 workers from the territory represented by ITA, who are working in the territory represented by TECC;

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

The objective of this Memorandum of Understanding is to facilitate recruitment, placement, and protection of workers and to provide opportunities to further relations for mutual benefit.

For the purposes of this Memorandum of Understanding:

"Contract of Employment" means the Contract of Employment entered into between the Employer and the Worker.

"Employer" means a company incorporated under the laws of territory represented by TECC or any person providing employment in territory represented by TECC to a Worker.

“Worker” means a citizen of India, selected by the Employer, to be employed by the Employer to work in the territory represented by TECC under a Contract of Employment.

Article 2

The Parties agree to facilitate recruitment of Indian Workers to work in the territory represented by TECC; occupation categories and quota is at the discretion of TECC.

Article 3

Workers who are permitted to work in the territory represented by TECC shall be entitled to equal treatment as accorded to domestic workers, subject to purchase of obligatory social insurance by the employer when the Worker enters the territory represented by TECC as regards to all matters pertaining to working relations and conditions, social protection, health, hygiene, workplace safety and the protection under the laws and regulations of the territory represented by TECC during the valid period of the employment permit.

The Workers employed in territory represented by TECC shall comply with all laws, rules, regulations, national policies and directives relating to employment.

The Workers shall, within the parameters of the monetary regulations of territory represented by TECC, be able to transfer their income in a convertible currency to India.

Any term and condition of the Contract of Employment as above shall not affect or invalidate any existing Contract of Employment in force between the Employer and the Worker.

The Employer shall ensure that the salary given to the Worker complies with the regulations applicable to the salary scale in the territory represented by TECC.

Article 4

The Parties shall provide concrete and effective measures to guarantee compliance with the laws and regulations of the territory represented by TECC and fulfillment of contract obligations by Workers and Employers.

The Parties shall adhere to relevant laws and regulations of the territory represented by ITA including The Foreign Contribution (Regulation) Act, 2010 and rules made thereunder.

Article 5

The Parties shall take necessary measures to protect Workers and to simplify procedures of hiring Workers as regulated in this MOU in accordance with respective domestic laws.

Article 6

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

Article 7

The Parties agree to designate hospitals in the territory represented by each Party respectively to carry out medical examinations for Workers. For health examination items, designated hospitals are required to obtain valid accreditation granted by accreditation authorities under the mutual recognition agreement of the International Laboratory Accreditation Cooperation/ National Accreditation Board for Testing and Calibration Laboratories (NABL).

All medical examinations and the procedures as well as the result of medical examinations of Workers shall be governed by the terms and conditions determined and recognized by the Parties.

Medical expenses incurred by Workers in the territory represented by TECC shall be borne by the health insurance in conformity with existing regulations. The workers should have a sound life and health cover

by accident insurance, executed between the worker and the employer and paid by the employer during the period of the contract. Insurance should cover the expenses, including expenses on account of health, death/disability on account of accident etc. 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 TECC. Moreover, when the workers cannot afford the expenses, it shall be resolved with the support of ITA.

Article 8

Besides the existing recruitment system, the Parties agree to promote Direct Hiring Program, 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 when it is permitted by the regulations of the territories represented by the Parties.

The Parties shall set up a one-stop window and labor selection mechanism for the Direct Hiring Program to assist Employers and Workers in completing the recruitment processes.

Article 9

The Indian Workers to whom this MOU applies are subject to the social security framework established under the applicable domestic law(s) of the territory represented by TECC.

The Parties agree to prevent Workers from becoming 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 10

According to the laws and regulations of the territory represented by TECC, the matters in sheltering and repatriating undocumented Workers

within the territory of TECC are the responsibility of the territory represented by TECC. The shelter and repatriation expenses shall be paid by the undocumented Workers in accordance with the law. In case of the said Worker cannot afford to pay the expenses, ITA shall provide assistance to facilitate settlement.

ITA shall provide assistance to facilitate settlement of medical expenses incurred by its undocumented Workers within the territory represented by TECC.

Article 11

A Joint Coordination and Exchange Information Working Group shall be established, (hereinafter called Joint Working Group), comprising the relevant authorities from the Parties in matters regarding this MOU.

The Joint Working Group will exchange relevant information about prospective vacancies, sectors, skill requirements as well as the applicable domestic law(s) of the territories represented by the Parties and about any procedures that can affect the provisions set out in this MOU and undertakes to solve any arising difficulties.

The Joint Working Group shall meet, at least once a year, upon request of any of the Parties, in accordance with the conditions and dates mutually agreed.

Article 12

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 13

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.

This Memorandum of Understanding shall remain in force for a period of five (5) years from the date of signature, subject to extension for equal periods 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 ninety (90) Days prior to the date of termination.

In witness whereof, the undersigned, being duly authorized, have signed this Memorandum of Understanding.

DONE at NEW DELHI/TAIPEI on the 2024. 2. 16 in duplicate in the Chinese, Hindi and English languages with all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.

For the Taipei Economic and Cultural Center In India For the India Taipei Association in Taipei



Baoshuan Ger
Representative



Manharsinh Laxmanbhai Yadav
Director General