



**REPUBLIK INDONESIA**

**Memorandum of Understanding**

**Between**

**The National Board for the Placement and Protection of Indonesian Overseas  
Workers**

**And**

**The Japan International Corporation of Welfare Services**

**On the Deployment and Acceptance of Indonesian Candidates for “Kangoshi”,  
Indonesian Candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and  
Indonesian “Kaigofukushishi”**

This Memorandum of Understanding, which is to be treated as a “contract” mentioned in Note 3 of paragraph 1 of Section 6 of Part 1 in Annex 10 of Agreement between Indonesia and Japan for An Economic Partnership, hereinafter referred to as “IJEPA”, after its entry into force, as well as a reference document for preparatory arrangements before it, reached by and between the National Board for the Placement and Protection of Indonesian Overseas Workers, an agency of the Indonesian Government, with the office address at Jalan MT. Haryono Kav. 52 Jakarta 12770 Indonesia, hereinafter referred to as “National Board”, and the Japan International Corporation of Welfare Services, a coordinating organization to be approved by the Ministry of Health, Labour and Welfare of Japan and to be notified to the Government of Indonesia by the Government of Japan based on the IJEPA, with the office address at Shinjuku Takasago Bldg 10F, 16-5 Tomihisa-cho Shinjuku-ku, Tokyo, hereinafter referred to as “JICWELS”, sets the following provisions with respect to the deployment and acceptance of Indonesian candidates for “Kangoshi” (qualified nurse under the laws and regulations of Japan), Indonesian candidates for “Kaigofukushishi” (certified careworker under the laws and regulations of Japan), Indonesian “Kangoshi” and Indonesian “Kaigofukushishi”.

## Part I General Provisions

### Article 1 Objective

The objective of this Memorandum of Understanding , hereinafter referred to as MOU, is to manage the process of deployment and acceptance of Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi”, and Indonesian “Kaigofukushishi” and establish a concrete framework for cooperation between the National Board and the JICWELS with respect to the deployment and acceptance of Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” based on the IJEPA.

### Article 2 Definitions

For the purposes of this MOU:

- (a) The term “deploying agency” refers to the National Board for the Placement and Protection of Indonesian Overseas Workers which is responsible for the recruitment, selection and deployment of Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi”, and Indonesian “Kaigofukushishi” based on the IJEPA.
- (b) The term “accepting agency” refers to the Japan International Corporation of Welfare Services which is responsible for screening and checking of qualification of employers and supports the acceptance of persons who are deployed by the National Board.
- (c) The term “employer” refers to a person in Japan who manages a hospital or a caregiving facility under the laws and regulations of Japan and employs persons who are deployed by the National Board.
- (d) The term “Indonesian candidate for “Kangoshi”” refers to a natural person of Indonesia who wishes to obtain a qualification as a “Kangoshi” by passing the national examination of “Kangoshi” and work in Japan under the laws and regulations of Japan based on the IJEPA.

- (e) The term “Indonesian candidate for “Kaigofukushishi”” refers to a natural person of Indonesia who wishes to obtain a qualification as a “Kaigofukushishi” by passing the national examination of “Kaigofukushishi” and work in Japan under the laws and regulations of Japan based on the IJEPA.
- (f) The term “Indonesian “Kangoshi”” refers to a natural person of Indonesia who is qualified as a “Kangoshi” under the laws and regulations of Japan and wishes to work as a “Kangoshi” in Japan based on the IJEPA.
- (g) The term “Indonesian “Kaigofukushishi”” refers to a natural person of Indonesia who is qualified as a “Kaigofukushishi” under the laws and regulations of Japan and wishes to work as a “Kaigofukushishi” in Japan based on the IJEPA.
- (h) The term “prospective Indonesian employee” refers to a person who has made the employment contract as an Indonesian candidate for “Kangoshi”, an Indonesian candidate for “Kaigofukushishi”, an Indonesian “Kangoshi”, or an Indonesian “Kaigofukushishi”.
- (i) The term “prospective employer” refers to a person who has made the employment contract as an employer.

### **Article 3 Deploying Agency and Accepting Agency**

1. In implementing this MOU, the National Board and the JICWELS mutually recognize and agree that the National Board will act as the exclusive deploying agency in Indonesia and that the JICWELS will act as the exclusive accepting agency in Japan.
2. The National Board and the JICWELS shall ensure that provision of information concerning the deployment and acceptance of Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi”, and Indonesian “Kaigofukushishi” beyond the territory of Indonesia or Japan shall be made through the National Board and the JICWELS.

**Part II Recruitment, Selection and Matching of Indonesian Candidates for  
“Kangoshi”, Indonesian Candidates for “Kaigofukushishi”, Indonesian  
“Kangoshi”, and Indonesian “Kaigofukushishi”**

**Section 1 Provision of Information on Applicants for Employers from the  
JICWELS to the National Board**

**Article 4 Provision of Information on Applicants for Employers from the  
JICWELS to the National Board**

1. The JICWELS shall recruit persons in Japan who wish to be employers of Indonesian candidates for “Kangoshi” referred to in paragraph 2 of Article 5, and provide the National Board with their information.
2. The information referred to in paragraph 1 shall be provided in a form of “Information Sheet for Applicants for Employers of Indonesian Candidates for “Kangoshi””, which is attached as Form 1.
3. The JICWELS shall recruit persons in Japan who wish to be employers of Indonesian candidates for “Kaigofukushishi” referred to in paragraph 3 of Article 5, and provide the National Board with their information.
4. The information referred to in paragraph 3 shall be provided in a form of “Information Sheet for Applicants for Employers of Indonesian Candidates for “Kaigofukushishi””, which is attached as Form 2.
5. The JICWELS shall recruit persons in Japan who wish to be employers of Indonesian “Kangoshi” referred to in paragraph 4 of Article 5, and provide the National Board with their information.
6. The information referred to in paragraph 5 shall be provided in a form of “Information Sheet for Applicants for Employers of Indonesian “Kangoshi””, which is attached as Form 3.
7. The JICWELS shall recruit persons in Japan who wish to be employers of Indonesian “Kaigofukushishi” referred to in paragraph 5 of Article 5, and provide the National Board with their information.
8. The information referred to in paragraph 7 shall be provided in a form of “Information Sheet for Applicants for Employers of Indonesian “Kaigofukushishi””, which is attached as Form 4.

9. If there are any errors in the information sheets provided by the JICWELS, the National Board may send them back to the JICWELS with the indication of the errors. If any fraudulent acts or false statements are found, the National Board may cease the deployment to the persons concerned after proper notice to the JICWELS.

**Section 2 Recruitment and Selection of Indonesian Candidates for “Kangoshi”, Indonesian Candidates for “Kaigofukushishi”, Indonesian “Kangoshi”, and Indonesian “Kaigofukushishi” by the National Board**

**Article 5 Preparation of Lists of Indonesian Candidates for “Kangoshi”, Indonesian Candidates for “Kaigofukushishi”, Indonesian “Kangoshi”, and Indonesian “Kaigofukushishi”**

1. The National Board shall recruit and make each of shortlist of applicants for Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi”, and Indonesian “Kaigofukushishi”, taking into consideration the number notified by Japan to Indonesia in accordance with subparagraphs (a) and (b) of paragraph 4 of Section 6 of Part 1 of Annex 10 of the IJEPA.
2. The National Board shall recruit those who are qualified as nurses registered under the laws and regulations of Indonesia, having obtained Diploma III from an academy of nursing in Indonesia or having graduated from faculty of nursing of a university in Indonesia, with total work experience as a nurse for at least two years, as Indonesian candidates for “Kangoshi”.
3. The National Board shall recruit those who graduated from a faculty of nursing of a university in Indonesia, who have obtained Diploma III from an academy of nursing in Indonesia, or who have obtained Diploma III or higher degree from any other academy or university in Indonesia and have been certified as a careworker in accordance with the laws and regulations of Indonesia, after completing appropriate training in accordance with the guidelines to be adopted by the Sub-Committee on Movement of Natural Persons under the IJEPA, as Indonesian Candidates for “Kaigofukushishi”.
4. The National Board shall recruit those who are qualified as “Kangoshi” under the laws and regulations of Japan, as a result of deployment to Japan based on the IJEPA, as Indonesian “Kangoshi”.

5. The National Board shall recruit those who are qualified as “Kaigofukushishi” under the laws and regulations of Japan, as a result of deployment to Japan based on the IJEPAs, as Indonesian “Kaigofukushishi”.

#### **Article 6 Confirmation by the National Board**

The National Board shall be responsible for implementation of the selection pursuant to paragraphs 2 to 5 of Article 5 and confirmation of compliance by each of the applicants to the requirement provided in the said paragraphs, taking into consideration paragraphs 4 to 6 of Article 7.

#### **Article 7 Sending the Shortlists to the JICWELS after Confirmation**

1. After the confirmation provided for in Article 6, the National Board shall send shortlists of applicants for Indonesian candidates for “Kangoshi”, shortlist of applicants for Indonesian candidates for “Kaigofukushishi”, shortlist of applicants for Indonesian “Kangoshi”, and shortlist of applicants for Indonesian “Kaigofukushishi” to the JICWELS by the date decided upon by the National Board and the JICWELS.
2. The forms of the above-mentioned shortlists are attached as Forms 5 to 8.
3. If there are any errors in the shortlists sent by the National Board, the JICWELS may send them back to the National Board with the indication of the errors. If any fraudulent acts or false statements are found, the JICWELS may exclude the persons concerned from the shortlists after proper notice to the National Board.
4. The National Board shall explain, in the course of recruitment, to all applicants for Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” about the details of the system of their deployment and acceptance under the IJEPAs.
5. The National Board shall ensure, in the course of recruitment, the conveyance of the information to all applicants for Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” of that the inclusion in the shortlists of Indonesian candidates for “Kangoshi”, shortlists of Indonesian candidates for “Kaigofukushishi”, shortlists of Indonesian “Kangoshi” and shortlists of Indonesian “Kaigofukushishi”

does not guarantee an employment at a hospital or a caregiving facility in Japan.

6. The National Board shall duly notify all Indonesian candidates for "Kangoshi", that the certification of eligibility for the national examination for "Kangoshi" shall be based on the laws and regulations of Japan.

**Section 3 Matching between applicants for Employers and applicants for Indonesian Candidates for "Kangoshi", Indonesian Candidates for "Kaigofukushishi", Indonesian "Kangoshi", and Indonesian "Kaigofukushishi"**

**Article 8 Matching**

1. Applicants for employers have the final authority on the selection of applicants for Indonesian candidates for "Kangoshi", applicants for Indonesian candidates for "Kaigofukushishi", applicants for Indonesian "Kangoshi" and applicants for Indonesian "Kaigofukushishi".
2. The National Board and the JICWELS may offer opportunities of matching between applicants for employers who satisfy the conditions notified by the Government of Japan to the Government of Indonesia, and applicants for Indonesian candidates for "Kangoshi", Indonesian candidates for "Kaigofukushishi", Indonesian "Kangoshi" and Indonesian "Kaigofukushishi".
3. The National Board and the JICWELS may offer opportunities of interviews between applicants for employers and listed applicants for Indonesian candidates for "Kangoshi", Indonesian candidates for "Kaigofukushishi", Indonesian "Kangoshi" and Indonesian "Kaigofukushishi" at places designated by the National Board or the JICWELS.
4. The National Board shall provide other information including additional documents concerning applicants for Indonesian candidates for "Kangoshi", Indonesian candidates for "Kaigofukushishi", Indonesian "Kangoshi" and Indonesian "Kaigofukushishi" to the JICWELS upon its request.
5. The JICWELS shall ensure that each applicant for employers shall inform match preference of applicants for Indonesian candidates for "Kangoshi", Indonesian candidates for "Kaigofukushishi", Indonesian

“Kangoshi” and Indonesian “Kaigofukushishi” within reasonable time to the National Board through the JICWELS.

6. The National Board shall not refer applicants for Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” to other clients of the National Board during the reasonable time referred in paragraph 5. After the lapse of the reasonable time, the National Board may refer the applicants for Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” to other clients for possible employment.
7. The National Board shall ensure that each applicant for Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” shall inform match preference of applicants for employers within reasonable time to the JICWELS through the National Board.
8. The National Board and the JICWELS shall make the best set of matching of applicants for employers and applicants for Indonesian employees based on match preferences from both sides pursuant to paragraphs 5 to 7.
9. The National Board and the JICWELS shall ensure matching of applicants for employers and applicants for Indonesian candidates for “Kangoshi” enter into the employment contracts with each other by agreeing on the items listed in Form 9 upon consents to employment from both side of matching, matching of applicants for employers and applicants for Indonesian candidates for “Kaigofukushishi” enter into the employment contracts with each other by agreeing on the items listed in Form 10 upon consents to employment from both side of matching, and matching of applicants for employers and applicants for Indonesian “Kangoshi” or Indonesian “Kaigofukushishi” enter into the employment contracts with each other by agreeing on the items listed in Form 11 upon consents to employment from both side of matching.
10. The National Board shall ensure that selected applicants for Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” in paragraph 8 undergo basic medical examination conducted by a duly accredited medical clinic or hospital which shall include items agreed upon between the National Board and the JICWELS and selection of applicants for Indonesian candidates for “Kangoshi”, Indonesian candidates for



“Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” is subject to the result of the medical examination.

**Article 9 Support by the National Board and the JICWELS for Applicants for Employers**

The National Board and the JICWELS shall provide support for applicants for employers in selection of applicants for Indonesian candidates for “Kangoshi”, Indonesian candidates for “Kaigofukushishi”, Indonesian “Kangoshi” and Indonesian “Kaigofukushishi” in accordance with Article 8.

**Article 10 Sending Lists of Prospective Employees**

1. The National Board shall send the lists of prospective Indonesian employees except for those who are decided as unqualified as a result of medical examination in paragraph 10 of Article 8 to the JICWELS by the date decided upon by the National Board and the JICWELS.
2. Forms of lists of prospective Indonesian employees are attached as Form 12 for Indonesian candidates for “Kangoshi”, Form 13 for Indonesian candidates for “Kaigofukushishi”, Form 14 for Indonesian “Kangoshi” and Form 15 for Indonesian “Kaigofukushishi”.
3. If there are any errors in the lists of prospective Indonesian employees sent by the National Board, the JICWELS may send them back to the National Board with the indication of the errors, and the National Board shall correct the errors and resubmit corrected forms without delay.

**Article 11 Payment of Fees to the National Board**

1. The JICWELS shall collect from prospective employers and pay to the National Board the sum of US\$ 267 as a processing fee and US\$ 15 as Indonesia overseas worker tax per prospective employees as Indonesian candidates for “Kangoshi”, payable prior to the JICWELS’ acceptance of Indonesian candidates for “Kangoshi”. Such payment shall not, by any means, be levied on the prospective employees as Indonesian candidates for “Kangoshi”.
2. The JICWELS shall collect from prospective employers and pay to the National Board the sum of US\$ 267 as a processing fee and US\$ 15 as Indonesia overseas worker tax per prospective employees as Indonesian

candidates for “Kaigofukushishi”, payable prior to the JICWELS’ acceptance of Indonesian candidates for “Kaigofukushishi”. Such payment shall not, by any means, be levied on the prospective employees as Indonesian candidates for “Kaigofukushishi”.

3. The JICWELS shall collect from prospective employers and pay to the National Board the sum of US\$ 267 as a processing fee and US\$ 15 as Indonesia overseas worker tax per prospective employees as Indonesian “Kangoshi”, payable prior to the JICWELS’ acceptance of Indonesian “Kangoshi”. Such payment shall not, by any means, be levied on the prospective employees as Indonesian “Kangoshi”.
4. The JICWELS shall collect from prospective employers and pay to the National Board the sum of US\$ 267 as processing fee and US\$ 15 as Indonesia overseas worker tax per prospective employees as Indonesian “Kaigofukushishi”, payable prior to JICWELS’ acceptance of Indonesian “Kaigofukushishi”. Such payment shall not, by any means, be levied on the prospective employees as Indonesian “Kaigofukushishi”.

### **Part III Support for Entry into Japan of Prospective Indonesian Employees and Support for Them after Their Entry into Japan**

#### **Article 12 Support by the National Board for Prospective Indonesian Employees**

The National Board shall ensure the provision by Indonesian Government with Pre-Departure Orientation Seminar for prospective Indonesian employees.

#### **Article 13 Support by the JICWELS for Prospective Indonesian Employees**

The JICWELS shall ensure that the employer or a person who implements Japanese language training in Japan shall assume the transportation expenses of prospective Indonesian employees from the airport in Indonesia to Japan, and also meeting service at the airports and orientation after entry into Japan.

**Part IV Employment Contract and Compliance with the laws and regulations of Japan**

**Article 14 Employment Contract**

1. The National Board shall explain to prospective Indonesian employees the terms and conditions of employment contracts sent by prospective employers in Japan, so that they can fully understand their rights and obligations.
2. The JICWELS shall ensure that employment contracts become effective between employers and Indonesian employees when they start to work after the entry into force of the IJEPA.

**Article 15 Compliance with the laws and regulations of Japan**

1. The National Board and the JICWELS shall undertake concerted efforts to ensure that all employees and their respective employers are in compliance with the laws and regulations of Japan. Such efforts shall include the prevention of illegal stay of employees as well as ensuring their voluntary departure from Japan before the expiry of period of stay.
2. The JICWELS shall consult with employees and coordinate their repatriation.
3. The JICWELS shall ensure that employees will have necessary assistance from their respective employers in the extension of period of stay, when such extension is possible in accordance with the laws and regulations of Japan.
4. In the event of accident, serious illness or death of the employee during the term of the employment contract, the JICWELS shall endeavor to notify to the National Board.

**Part V Miscellaneous Provisions**

**Article 16 Annex on the Deployment Procedures**

Both the National Board and the JICWELS may sign and add in writing annexes on the deployment procedures of prospective Indonesian employees after proper consultation with the Ministry of Manpower and Transmigration

and the Ministry of Health of Indonesia, and the Ministry of Health, Labour and Welfare of Japan respectively.

**Article 17 Communications**

All communications under this MOU including consultations between the National Board and the JICWELS on any differences or disputes which may arise in relation to this MOU shall be made through:

**THE CHAIRMAN**

The National Board for the Placement and Protection of Indonesian Overseas Workers

Jalan M.T. Haryono Kav. 52 Jakarta 12770 Indonesia

Tel. (6221) 79197318

Fax. (6221) 79194827

AND

**THE CHAIRMAN**

The Japan International Corporation of Welfare Services

Shinjuku Takasago Bldg., 10F, 16-5 Tomihisa-cho Shinjuku-ku, Tokyo, Japan

Tel. (813) 3225-6591

Fax (813) 3225-6590

**Article 18 Dispute Settlement**

Any differences or disputes which may arise in relation to this MOU shall be resolved in an amicable manner through consultations between the National Board and the JICWELS.

**Article 19 Amendment**

This MOU may be amended by mutual consent between both the National Board and the JICWELS after proper consultation with the Ministry of Manpower and Transmigration and the Ministry of Health of Indonesia, and the Ministry of Health, Labour and Welfare of Japan respectively. Such amendment shall be in writing and come into effect on such a date as may be determined by both the National Board and the JICWELS.

**Article 20 Termination**

1. This MOU may be terminated by either the National Board or the JICWELS by providing notice in writing to the other upon renewal, citing the reasons for such termination six month in advance prior to the expiration of this MOU.
2. In case of termination of this MOU as above stated, the existing employment contracts between employers and employees, as well as the existing employment contracts between prospective employers and prospective employees, shall remain valid, binding and enforceable.

**Article 21 Entry into Force and Duration**

1. This MOU shall become effective on the date of entry into force of the IJEPa.
2. This MOU shall be effective for four years and automatically renewed for another period of four years, when neither of the National Board and the JICWELS causes to terminate upon renewal in accordance with the provision of Article 20.

DONE in two copies at Jakarta on this 19<sup>th</sup> day of May, 2008 in the English language.

For the National Board  
for the Placement and Protection of  
Indonesian Overseas Workers



MOH JUMHUR HIDAYAT  
Chairman

For the Japan International  
Corporation of Welfare Services



TAKASHI TSUNODA  
Managing Director