AGREEMENT

Between

THE VIETNAM ECONOMIC AND CULTURAL OFFICE IN TAIPEI

And

THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN HANOI

Regarding the Sending and Receiving of Vietnamese Workers as Contract Labour

The Taipei Economic and Cultural Office in Hanoi (hereinafter referred to as "Party A") and the Vietnam Economic and Cultural Office in Taipei (hereinafter referred to as "Party B"),

Acknowledging the mutual desire of promoting friendship and expanding co-operation under the principle of equality and mutual benefit to both countries,

Desiring to ensure appropriate working conditions for the Vietnamese workers working in Party A's country (hereinafter referred to as "the Vietnamese workers") and supply competent workers to employers who hire Vietnamese workers (hereinafter referred to as "Employers") in Party A's country,

Being duly authorised, have agreed as follows:

ARTICLE 1

Party A agrees to receive Vietnamese workers to work in Party A's country. Employment categories and quota is at the discretion of Party A.

ARTICLE 2

Vietnamese workers working legally in Party A's country shall enjoy protection under the laws of Party A's country.

ARTICLE 3

In the case of any labour dispute between Vietnamese worker(s) and Employer(s) in Party A's country, the dispute shall be handled under the laws and regulations of party A's country.

ARTICLE 4

Party B shall provide concrete and effective measures to guarantee the compliance of Vietnamese workers with the laws and regulations of Party A's country and the fulfilment of contract obligations by the Vietnamese workers. Party B shall remain in contact with the said workers at all times.

ARTICLE 5

Vietnamese workers coming to Party A's country for employment shall beforehand provide Party A with written proof of technical skills, health certificate, non-criminal record, and other necessary documents as stipulated in the laws governing the employment of foreign labourers in Party A's country.

ARTICLE 6

In order to simplify the procedures and guarantee the interests of both Employers and Vietnamese workers, matters related to the sending of Vietnamese workers to Party A's country shall be administered by the competent authorities of the respective countries.

ARTICLE 7

Party B guarantees to send Vietnamese workers to Party A's country within one month after the signing of the recruitment contract between Employer(s) or their representatives and Vietnam's duly-designated labour sending companies.

ARTICLE 8

Upon expiration or termination of an employment contract or when Vietnamese workers are requested to leave Party A's country in accordance with its laws and regulations, Party B shall accept the immediate return of the said workers to Vietnam.

ARTICLE 9

Party B shall appoint competent official(s) to Party A's country to work within the framework of Party B to handle labour affairs relative to this Agreement.

ARTICLE 10

Medical expenses incurred by Vietnamese workers during their stay in the country of Party A when these workers are not qualified for health insurance

shall be borne by the Vietnamese labour sending companies using a fund established by the companies for this purpose and under the appropriate supervision of Party B.

ARTICLE 11

This Agreement shall enter into force upon signature and remain effective for a period of three years. Either Party may at any time give written notice to the other Party of its intention to terminate this Agreement. In such case, this Agreement shall terminate three months after the date of receipt of such notice by the other Party. Employment contracts signed prior to the date of termination of this Agreement shall remain effective without any prejudice to any rights or obligations accruing or incurred under this Agreement.

ARTICLE 12

The Agreement may be amended by the mutual consent of the two Parties.

Done at Hanoi in duplicate, this sixth day of May 1999, in the English language.

FOR THE VIETNAM ECONOMIC AND CULTURAL OFFICE IN TAIPEI	FOR THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN HANOI
DANG DINH LUU **Representative**	HU CHA-CHI **Representative**