

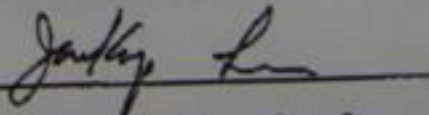
Agreement
For the Extension of the Validity
of the Memorandum Of Understanding(MOU)
on the Sending of Workers To the Republic of Korea between
the Ministry of Labour, Invalids and Social Affairs of Vietnam
and the Ministry of Labor of the Republic of Korea
on July 24th, 2006

The Ministry of Labour, Invalids and Social Affairs of Vietnam and the Ministry of Labor of the Republic of Korea agree to extend the validity period of the current MOU, according to its Paragraph 21, until the signing of the new MOU, with the maximum extension period of a month.

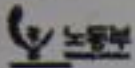
This Agreement is signed in Seoul and in Hanoi respectively on the July 24th, 2008 in the English language.



*For the Ministry of Labour,
Invalids and Social Affairs of
Vietnam*



*For the Ministry of Labor
of the Republic of Korea*



노동부

수신자 외교통상부장권(동남아과장)
(경유)

제목 한-베트남 고용허가제 MOU 연장합의서 송부 요청

1. 관련 : 외국인력정책과-1089(2008.6.30)

2. 한-베트남 고용허가제 MOU의 효력기간이 '06.7.24일 만료되나, 베트남측이 8월초에 방한하여 MOU를 갱신·체결할 것을 제안해 온 바, MOU 제21조에 의거 최대 1개월간 기존 MOU 효력기간을 연장하는 연장합의서를 체결하고자 합니다.

- 이에 베트남측과 합의한 연장합의서 원본 2부(붙임 참조)를 귀부로 송부하오니 현지 공관을 통해 베트남측에 전달하여 주시고, 베트남측 서명 완료 후 베트남측 합의서는 베트남측이 보유, 우리측 합의서는 우리부로 전달될 수 있도록 조치하여 주시기 바랍니다.

3. 또한, 베트남측에서 8.2(토)~7(목)일간 방한하여 MOU를 갱신·체결할 것을 제안하면서 구체적인 체결일정을 문의해 온 바,

- 우리측은 '08.8.5(화) 15:00에 MOU를 갱신·체결할 것을 제안하오니 이급 주재국에 알려주시기 바라며, 아울러 베트남측의 세부 방한 일정과 방한자 영단이 확정되는 대로 우리측에 전달될 수 있도록 조치해 주시기 바랍니다.

- 붙임 1. 한-베트남 고용허가제 MOU 연장합의서 1부(별도송부).
 2. 베트남-한 고용허가제 MOU 연장합의서 1부(별도송부), 1부.(끝)

*Memorandum of Understanding between
the Ministry of Labour, Invalid and Social Affairs of Vietnam
and the Ministry of Labor of the Republic of Korea
on the Sending of Workers to the Republic of Korea
under the Employment Permit System*

The Ministry of Labour, Invalid and Social Affairs of Vietnam and the Ministry of 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 field of 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

The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to establish a concrete framework for cooperation between the Sides and to enhance transparency and efficiency in the process of sending Vietnamese 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.

Paragraph 3. Sending Agency and Receiving Agency

1. The Ministry of Labour, Invalid and Social Affairs of Vietnam (hereinafter referred to as the "MOLISA") is the government agency primarily responsible for sending Vietnamese workers to Korea. However, in implementing this MOU, the Sides jointly decide that the MOLISA designates Overseas Workers Center (hereinafter referred to as the "OWC") as the sending agency.
2. The OWC is a government agency or public agency affiliated to the MOLISA financed by the national budget and will be directly in charge of recruiting and sending the Vietnamese workers. No other agency than the OWC can take part in the sending process under this MOU.
3. The MOL is the government agency primarily responsible for receiving Vietnamese workers who are sent to Korea under the EPS. However, in implementing this MOU, the Sides jointly decide that the MOL 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 MOL financed by the national budget and will be directly in charge of managing the job seekers' roster and receiving Vietnamese workers.

Paragraph 4. Sending Fee

1. The sending agency will receive the actual costs incurred in the process of receiving application and sending workers from each worker.
2. Pursuant to sub-paragraph 1, upon the signature of this MOU, the sending agency will provide the MOL with information on the total

(e) exempting the EPS-KLT application fee from taxation and facilitating remittance; and

(f) other assistance requested by the MOL and the test agency.

3. The MOL and the test agency will provide assistance and support as requested by the MOLISA and the sending agency for the fair and efficient implementation of the EPS-KLT.

4. Qualifications for the EPS-KLT applicants are as follows:

(a) persons aged from 18 to 39 (inclusive);

(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 Vietnam.

5. The EPS-KLT certificate will be valid for two years from the date when the test result is announced.

6. The test agency and the sending agency may sign an EPS-KLT Service Commitment regulating specific matters regarding the implementation of the EPS-KLT.

7. If necessary, the test agency and the sending agency will designate a public agency(s) to support EPS-KLT related work through prior consultation. The designated agency will carry out the EPS-KLT related work decided upon by the test agency and the sending agency.

8. If disruption is caused in implementing the EPS-KLT due to lack of cooperation between the test agency and the sending agency, or if the EPS-KLT cannot be implemented for certain reasons, the MOL may take necessary measures including the suspension of the EPS-KLT after having consultation with the MOLISA.

Paragraph 7. Management of Job Seekers' Roster

1. The roster will be valid for one year.
2. When changes are made in the information on the roster, including job seekers' willingness to find jobs, their contact addresses, etc., the sending agency will inform the receiving agency of such changes and the reason for the changes.
3. The receiving agency can return the roster to the sending agency if there are any errors in the roster, and the sending agency will correct those errors and send the roster back to the receiving agency.
4. The MOL will inform the MOLISA of the types of occupations allowed under the EPS and the allocated number of Vietnamese 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 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 14 days, the receiving agency may declare the contract unconcluded after consultation with the employer.

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 as requested 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 input information into the EPS Network at every stage. Such Information will include the completion of preliminary education, visa applications, etc.

2. The sending agency and the receiving agency will confirm the entry date for workers who are issued the CCVI at least one week prior to their entry, taking into account the employment training schedule.

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 shorten the period before workers may enter Korea.

5. The sending agency and the receiving agency will work closely together to facilitate reentry procedures for Vietnamese workers who are reemployed pursuant to the Foreign Employment Act.

Paragraph 12. Placement of Workers

1. The MOL will conduct employment training and medical checkup for workers before they start work. The organization(s) in charge of the employment training and medical checkups will be determined by the MOL.

responses to interview requests in order to facilitate the tasks of the dispatched representatives.

5. The MOLISA and the sending agency will make efforts for the reemployment of workers that voluntarily left Korea under Korea's Program for Voluntary Departure by listing them first in the roster. The MOL and receiving agency provide MOLISA and sending agency with the list of workers who voluntarily left Korea under Korea's program for Voluntary Departure.

6. The Sides will cooperate to ensure the smooth implementation of the Returnee Support Program conducted by the Korean government to help returning workers adapt to their home country.

7. If the number of Vietnamese workers absenting themselves from their workplace without leave or staying illegally in Korea exceeds a certain percentage, which is the average of all sending countries, the MOL may take necessary measures such as the reduction of the allocated number of job seekers on the roster or the temporary suspension of the sending of workers.

Paragraph 14. Support in the Sending and Receiving Process

1. The MOL, in order to support the process of sending Vietnamese workers to Korea, may dispatch resident officers of the MOL or receiving agency to Vietnam.

2. The resident officers, through consultations with the MOLISA and the sending agency, may assist, monitor, and advise the labor sending process and assist reemployed workers with visa issuance and departure procedures. Specifics, such as the date and process concerning their dispatch, will be determined through consultations between the Sides in advance.

2. In case the Vietnamese workers leave Korea without filing Departure Guarantee Insurance and Return Cost Insurance claims, the unclaimed insurance fund, after the extinctive prescription period, will be entrusted to the Vietnamese government (Embassy of Vietnam to Korea). The Vietnamese government will make efforts to have the payments reimbursed to beneficiaries and inform the result to the MOL.

3. The sending agency and the receiving agency may sign an implementing instrument regulating specific matters regarding the process of sending and receiving the Vietnamese workers.

4. The Sides may, jointly with relevant authorities if necessary, visit and assess each other's organizations at times jointly decided upon by the Sides to assess the implementation of this MOU.

5. Any differences or disputes which may arise in the interpretation or implementation of this MOU will be resolved through consultations between the Sides.

6. 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. As soon as this MOU takes effect, the MOU signed between the Sides on Jul, 24th, 2006 and the Implementing Agreement on the EPS-KLT signed between the Sides on Dec, 21st, 2005 will be terminated.