



Memorandum of Understanding (MOU)
Between
The Philippine Overseas Employment Administration
And
The Japan International Corporation of Welfare Services

**On the Deployment and Acceptance of Filipino Candidates for
"Kangoshi", Filipino Candidates for "Kaigofukushishi", Filipino
"Kangoshi", and Filipino "Kaigofukushishi"**

This Memorandum of Understanding (MOU), which shall be treated as "a contract" mentioned in Note 3 of paragraph 2 of Section 6 of Part 1 in Annex 8 of Agreement between the Republic of the Philippines and Japan for An Economic Partnership, hereafter referred to as JPEPA, after its entry into force, as well as a reference document for preparatory arrangements before it, reached by and between the Philippine Overseas Employment Administration, an agency of the Philippine Government, with the office address at BFO Bldg., EDSA corner Ortigas Avenue, Mandaluyong City, hereafter referred to as POEA represented by Jennifer Jardin Manalili – Administrator, 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 the Republic of the Philippines by the Government of Japan based on the JPEPA, with office address at Shinjuku Takasago Bldg. 10F, 16-5 Tomihisa-cho Shinjuku-ku, Tokyo, hereafter referred to as JICWELS represented by Takashi Tsunoda – Managing Director, sets the following provisions with respect to the deployment and acceptance of Filipino candidates for "Kangoshi" (Registered Nurse under the laws and regulations of Japan), Filipino candidates for "Kaigofukushishi" (Certified Careworker under the laws and regulations of Japan), Filipino "Kangoshi", and Filipino "Kaigofukushishi".

Part I General Provisions

Article 1 Purpose

The purpose of this Memorandum of Understanding (MOU) is to clarify the process of deploying Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" and establish a concrete framework for cooperation between the POEA and the JICWELS with respect to the deployment and acceptance of Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" based on the JPEPA.

Article 2 Definitions

For the purpose of this MOU:

- (a) The term "deploying agency" refers to the POEA which is responsible for the recruitment, selection and deployment of Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" based on the JPEPA in the Republic of the Philippines.
- (b) The term "accepting agency" refers to the JICWELS which is responsible for screening and checking of qualification of employers and supports the acceptance of persons who are deployed by the deploying agency.
- (c) The term "employer" refers to a person who manages a hospital or a caregiving facility and employs persons who are deployed by the deploying agency in Japan.
- (d) The term "Filipino candidate for "Kangoshi"" refers to a natural person of the Philippines who wishes to obtain a qualification as a "Kangoshi" by passing the national examination of "Kangoshi" under the laws and regulations of Japan and work in Japan.
- (e) The term "Filipino candidate for "Kaigofukushishi"" refers to a natural person of the Philippines who wishes to obtain a qualification as a "Kaigofukushishi" by passing the national examination of "Kaigofukushishi" under the laws and regulations of Japan and work in Japan.

- (f) The term "Filipino "Kangoshi"" refers to a natural person of the Philippines who is qualified as a "Kangoshi" under the laws and regulations of Japan.
- (g) The term "Filipino "Kaigofukushishi"" refers to a natural person of the Philippines who is qualified as a "Kaigofukushishi" under the laws and regulations of Japan.
- (h) The term "employee" refers to a person who has been selected by an employer and work under an employment contract in Japan.

Article 3 Deploying Agency and Accepting Agency under This MOU

1. In implementing this MOU, the POEA and the JICWELS mutually recognize and agree that the POEA will act as the only deploying agency in the Republic of the Philippines and that the JICWELS will act as the only accepting agency in Japan.
2. The POEA and the JICWELS shall ensure that provision of information concerning the deployment and acceptance of Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" beyond the territory of the Republic of the Philippines or Japan shall be made through the POEA and the JICWELS.

Part II Recruitment, Selection and Matching of Filipino Candidates for "Kangoshi", Filipino Candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi"

Section 1 Provision of Information on Persons Who Wish to Be Employers from the JICWELS to the POEA

Article 4 Provision of Information on Persons Who Wish to Be Employers from the JICWELS to the POEA

1. The JICWELS shall recruit persons in Japan who wish to be employers of Filipino candidates for "Kangoshi" referred to in paragraph 2 of Article 5, and send their information to the POEA.
2. The information referred to in paragraph 1 shall be sent as a form of

"Information Sheet for Employers of Filipino Candidates for "Kangoshi", which is attached as Form 1.

3. The JICWELS shall recruit persons in Japan who wish to be employers of Filipino candidates for "Kaigofukushishi" referred to in paragraph 3 of Article 5, and send their information to the POEA.
4. The information referred to in paragraph 3 shall be sent as a form of "Information Sheet for Employers of Filipino Candidates for "Kaigofukushishi", which is attached as Form 2.
5. The JICWELS shall recruit persons in Japan who wish to be employers of Filipino "Kangoshi" referred to in paragraph 4 of Article 5, and send their information to the POEA.
6. The information referred to in paragraph 5 shall be sent as a form of "Information Sheet for Employers of Filipino "Kangoshi", which is attached as Form 3.
7. The JICWELS shall recruit persons in Japan who wish to be employers of Filipino "Kaigofukushishi" referred to in paragraph 5 of Article 5, and send their information to the POEA.
8. The information referred to in paragraph 7 shall be sent as a form of "Information Sheet for Employers of Filipino "Kaigofukushishi", which is attached as Form 4.
9. If there are any errors in the information sheets sent by the JICWELS, the POEA may send them back to the JICWELS with the indication of the errors. If any fraudulent acts or false statements are found, the POEA may cease the deployment to the persons concerned.

Section 2 Recruitment and Selection of Filipino Candidates for "Kangoshi", Filipino Candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" by the POEA

Article 5 Preparation of the Lists of Filipino Candidates for "Kangoshi", Filipino Candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi"

1. The POEA shall recruit Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi", taking into consideration the number notified by Japan and prepare List of Filipino Candidates for "Kangoshi", List of


Filipino Candidates for "Kaigofukushishi", List of Filipino "Kangoshi", and List of Filipino "Kaigofukushishi".

2. The POEA shall recruit those who are qualified nurses under the Philippine laws and regulations with experience as the qualified nurses for at least three years and shall prepare the List of Filipino Candidates for "Kangoshi" to be deployed to Japan.
3. The POEA shall recruit those who graduated with bachelor's degree from higher educational institutions from which the minimum period required for graduation is four years and certified as caregivers by the Government of the Republic of the Philippines, or who graduated from a nursing school and shall prepare the List of Filipino Candidates for "Kaigofukushishi" to be deployed to Japan.
4. The POEA shall recruit those who are qualified as "Kangoshi" under the laws and regulations of Japan and shall prepare the List of Filipino "Kangoshi" to be deployed to Japan.
5. The POEA 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 JPEPA and shall prepare the List of Filipino "Kaigofukushishi" to be deployed to Japan.

Article 6 Confirmation by the POEA

The POEA shall be responsible for implementing the selection pursuant to paragraph 2 to 5 of Article 5 and confirmation of compliance by each of Filipino Candidates for "Kangoshi", Filipino Candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" to the requirement provided in the said paragraphs, taking into consideration paragraph 4 to 6 of Article 7.

Article 7 Sending the Lists to the JICWELS after Confirmation

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1. After the confirmation provided for in Article 6, the POEA shall send the List of Filipino Candidates for "Kangoshi", List of Filipino Candidates for of "Kaigofukushishi", List of Filipino "Kangoshi", and List of Filipino "Kaigofukushishi" to the JICWELS by the date decided upon by the POEA and the JICWELS.
 2. The forms of the abovementioned lists shall be attached as Form 5 to 8.

3. If there are any errors in the lists sent by the POEA, the JICWELS may send them back to the POEA with the indication of the errors. If any fraudulent acts or false statements are found, the JICWELS may exclude the persons concerned from the lists after proper notice to the POEA.
4. The POEA shall explain to all Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" about the details of the system of their deployment and acceptance under the JPEPA in the course of recruitment.
5. The POEA shall inform all Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" of that the inclusion in the List of Filipino Candidates for "Kangoshi", List of Filipino Candidates for "Kaigofukushishi", List of Filipino "Kangoshi", and List of Filipino "Kaigofukushishi" does not guarantee an employment at a hospital or a caregiving facility in Japan in the course of recruitment.
6. The POEA shall duly notify all Filipino 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 Persons Who Wish to Be Employers and Filipino Candidates for "Kangoshi", Filipino Candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi"

Article 8 Selection by Persons Who Wish to Be Employers

1. Persons who wish to be employers have the final authority on the selection of Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi".
2. The POEA and the JICWELS may offer the opportunity of matching between persons who wish to be employers and who satisfy the conditions notified by the Government of Japan to the Government of the Republic of the Philippines, and Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi".
3. The POEA and the JICWELS may offer the opportunity of interviews

between persons who will be employers and persons who are included in List of Filipino Candidates for "Kangoshi", List of Filipino Candidates for "Kaigofukushishi", List of Filipino "Kangoshi", and List of Filipino "Kaigofukushishi" at places designated by the POEA or the JICWELS.

4. The POEA shall provide other information including additional documents concerning Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" to the JICWELS upon its request.
5. The JICWELS shall ensure that persons who wish to be employers shall communicate within reasonable time to the POEA through the JICWELS their selection of Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi".
6. The POEA and the JICWELS shall ensure that persons who wish to be employers and their selected Filipino candidates enter into employment contracts by agreeing on the items listed in Form 9 for Filipino candidates for "Kangoshi" and Form 10 for Filipino candidates for "Kaigofukushishi", and that persons who wish to be employers and selected Filipino "Kangoshi" and Filipino "Kaigofukushishi" enter into employment contracts by agreeing on the items listed in Form 11. However, Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" who are selected by two or more persons who wish to be employers will enter into employment contracts with persons who are chosen by them.
7. The POEA shall ensure that selected Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" undergo basic medical examination conducted by a duly accredited medical clinic or hospital which shall include items agreed upon between the POEA and the JICWELS and selection of Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" is subject to the result of the medical examination.

Article 9 Support by the POEA and the JICWELS to Persons Who Wish to Be Employers

The POEA and the JICWELS shall provide support to persons who wish

to be employers in selecting Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" in accordance with Article 8.

Article 10 Sending the Lists of Prospective Employees

1. The POEA shall send the lists of Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" who entered into the employment contracts in accordance with the provisions of paragraph 7 of Article 8, excluding those who are decided as unqualified as a result of medical examination in paragraph 8 of Article 8, hereafter referred to as "lists of prospective employees", to the JICWELS by the date decided upon by the POEA and the JICWELS.
2. Forms of lists of prospective employees shall be as Form 12 for Filipino candidates for "Kangoshi", as Form 13 for Filipino candidates for "Kaigofukushishi", as Form 14 for Filipino "Kangoshi", and as Form 15 for Filipino "Kaigofukushishi" as attached.
3. If there are any errors in the lists of prospective employees sent by the POEA, the JICWELS may send them back to the POEA with the indication of the errors, and the POEA shall correct the errors and resubmit corrected forms without delay.

Article 11 Payment of Fees to the POEA

1. The JICWELS shall collect from persons who will be employers and pay to the POEA the sum of US\$ 425 as processing fee, inclusive of contract guarantee, and US\$ 25 as contribution to the Worker's Welfare Fund per selected Filipino candidates for "Kangoshi", payable prior to deployment of Filipino candidates for "Kangoshi". Such payment shall not, in any way, be levied on the selected Filipino candidates for "Kangoshi".
2. The JICWELS shall collect from persons who will be employers and pay to the POEA the sum of US\$ 425 as processing fee, inclusive of contract guarantee, and US\$ 25 as contribution to the Worker's Welfare Fund per selected Filipino candidates for "Kaigofukushishi", payable prior to deployment of Filipino candidates for "Kaigofukushishi". Such payment shall not, in any way, be levied on the selected Filipino candidates for

"Kaigofukushishi".

3. The JICWELS shall collect from persons who will be employers and pay to the POEA the sum of US\$ 425 as processing fee, inclusive of contract guarantee, and US\$ 25 as contribution to the Worker's Welfare Fund per selected Filipino "Kangoshi", payable prior to deployment of Filipino "Kangoshi". Such payment shall not, in any way, be levied on the selected Filipino "Kangoshi".
4. The JICWELS shall collect from persons who will be employers and pay to the POEA the sum of US\$ 425 as processing fee, inclusive of contract guarantee, and US\$ 25 as contribution to the Worker's Welfare Fund per selected Filipino "Kaigofukushishi", payable prior to deployment of Filipino "Kaigofukushishi". Such payment shall not, in any way, be levied on the selected Filipino "Kaigofukushishi".

Part III Support for Entry into Japan of Prospective Employees and Support to Them after Their Entry into Japan

Article 12 Support by the POEA to Prospective Employees

The POEA shall ensure the provision by Filipino government with Pre-Departure Orientation Seminar to Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi" who entered into the employment contracts excluding those who are decided as unqualified as a result of medical examination in paragraph 8 of Article 8, hereafter referred to as "prospective employees".

Article 13 Support by the JICWELS to Prospective 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 employees from the airport in the Philippines to Japan, meeting service at the airport and orientation after entry into Japan.

Part IV Employment Contract and Compliance with the Laws and Regulations

Article 14 Employment Contract

1. The POEA shall explain to prospective 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 employees when they start to work.

Article 15 Compliance with the Laws and Regulations

1. The POEA and the JICWELS shall undertake concerted efforts to ensure that all employees and their respective employers comply with the laws and regulations of Japan and the Philippines as applicable, including faithful compliance with employment contracts. Such efforts shall include ensuring voluntary departure of employees from Japan within a reasonable amount of time before expiry of the period of stay as well as the prevention of illegal stay of employees.
2. The JICWELS shall consult with employees and coordinate their repatriation.

Part V Miscellaneous Provisions

Article 16 Writing Annex on Other Rules Governing the Deployment Procedures

Both parties may sign and add in writing annexes on other rules governing the deployment procedures of Filipino candidates for "Kangoshi", Filipino candidates for "Kaigofukushishi", Filipino "Kangoshi", and Filipino "Kaigofukushishi".

Article 17 Dispute Settlement in Relation to This MOU

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

Article 18 Entry into Force and Duration

1. This MOU shall enter into force on date to be mutually agreed upon by both parties and remain in force for three years.
2. This MOU shall be automatically renewed when neither party causes to terminate upon renewal in accordance with the provision of Article 20.

Article 19 Amendment of This MOU

This MOU will be amended or extended as mutually agreed upon in writing by both the POEA and the JICWELS.

Article 20 Termination of This MOU

1. This MOU may be terminated by either party by providing notice in writing to the other party within one month before the expiration of the MOU, citing the reasons for such termination.
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 Communications

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

THE ADMINISTRATOR

The Philippine Overseas Employment Administration

BFO Bldg., EDSA corner Ortigas Avenue, Mandaluyong City,
Philippines

Tel. (632) 722-1174 / 77

Fax (632) 722-1159 / 724-3646

AND

THE MANAGING DIRECTOR

The Japan International Corporation of Welfare Services

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DONE in two copies at Manila on this 12th day of January 2009 in the
English language.

For the Philippine Overseas
Employment Administration


JENNIFER JARDIN-MANALILI

Administrator

For the Japan International
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TAKASHI TSUNODA

Managing Director