

## *Memorandum of Understanding*

*between the Department of Labor and Employment of the Republic of the Philippines and the Ministry of Employment and Labor of the Republic of Korea on the Sending and Receiving of Workers to the Republic of Korea under the Employment Permit System*

The Department of Labor and Employment of the Republic of the Philippines and the Ministry of Employment and Labor of the Republic of Korea (hereinafter referred to as the "Parties").

RESPECTING the principle of equality and mutual benefit.

DESIRING to enhance the existing friendly relations between the two countries through cooperation in the fields of employment and 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*

1. The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to sustain a concrete framework for cooperation between the Parties and to enhance transparency and efficiency in the process of sending and receiving of Filipino workers to the Republic of Korea (hereinafter referred to as "Korea"), under the Employment Permit System for Foreign Workers (hereinafter referred to as the "EPS") in Korea.
2. This MOU will be carried out within the framework of the respective laws and regulations of the two countries and subject to the availability of appropriate funds and personnel of the Parties.

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MARY SOL D. DELA CRUZ

CHIEF DIRECTOR

INTERNATIONAL LABOR AFFAIRS BUREAU  
Department of Labor and Employment  
Manila, Philippines

## *Paragraph 2. Definitions*

For the purpose of this MOU,

- (a) the term "employer" refers to a business owner who obtains permission from the Ministry of Employment and Labor of Korea to employ foreign workers under the Act on Foreign Workers' Employment of Korea (hereinafter referred to as the "Foreign Employment Act");
- (b) the term "job seeker" refers to a Filipino national who wants to work in Korea under the Foreign Employment Act;
- (c) the term "worker" refers to a Filipino national who has signed or intends to sign a labor contract with an employer in Korea for the purpose of working in Korea for a certain period under the Foreign Employment Act;
- (d) the term "POEA" refers to the Philippine Overseas Employment Administration, as the sending agency attached to the Department of Labor and Employment (DOLE) which has the authority to recruit and send workers who want to be employed in Korea under the Foreign Employment Act;
- (e) the term HRD Korea refers to the Human Resource Development Service of Korea, as the receiving agency, affiliated to the MOEL which has the authority to manage the job seekers' roster and to receive Filipino workers from the sending agency of the Republic of the Philippines (hereinafter referred to as the "Philippines") under the Foreign Employment Act;
- (f) The term "The Korean EPS Center" refers to a representative office of the HRD Korea located in the Philippines for the purpose of supporting tasks relevant to the sending and receiving of the Filipino workers: and

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MARFEL D. DIAZ CRUZ  
CIO Director

INTERNATIONAL LABOR AFFAIRS BUREAU  
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- (g) The term "test agency" refers to an agency authorized by the MOEL which is entrusted with the overall implementation of the EPS-Test of Proficiency in Korean (hereinafter referred to as the "EPS-TOPIK") and skills test, including making test announcements, receiving applications, making test questions, and conducting the test pursuant to the Foreign Employment Act.

### *Paragraph 3. Sending Agency and Receiving Agency*

1. The MOEL is the government agency primarily responsible for receiving Filipino workers who are sent to Korea under the EPS. In implementing this MOU, MOEL designates the HRD Korea as the receiving agency.
2. The Department of Labor and Employment of the Philippines (DOLE) is the government agency primarily responsible for recruiting and sending Filipino workers to Korea. In implementing this MOU, the DOLE designates the POEA as the sending agency.

### *Paragraph 4. Sending Fees*

1. The POEA will receive in trust, the actual costs to be incurred in the documentation and processing of applications from the workers subject to Philippine government accounting and auditing rules and regulations.
2. Pursuant to sub-paragraph 1, upon the signature of this MOU, the POEA will provide the MOEL with information on the total amount of the sending fee imposed on each worker as well as the detailed expenditures. The MOEL and the DOLE-POEA shall conduct periodic review to discuss ways and means to rationalize the sending fee borne by the workers such as by removing unnecessary items and ensuring transparency in the process.

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3. The POEA will announce in the Philippines the sending fee that was jointly decided with the MOEL as follows:

A. Pre-deployment

1. Application fees:

a) EPS-TOPIK Fee

2. Inclusion in the roster

a) Medical Examination Fee

3. Upon acceptance/ signing of employment contract

3.1 Re-medical Examination Fee (only for those with lapsed medical certification)

3.2 Pre-departure education cost

3.3 Processing and other Fees

a) Visa fee

b) POEA processing fee

c) OWWA membership fee

d) Philhealth

e) Airfare

f) Pag-ibig contribution

B. On-site fees:

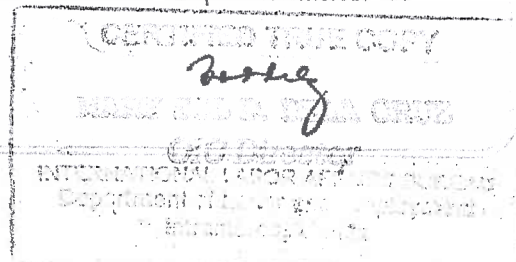
1. Return Cost Insurance fee (full refund upon departing from Korea)

2. Casualty Insurance fee

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*Roselle*  
MARY SOL D. DELA CRUZ  
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### *Paragraph 5. Assessments to Recruit Suitable Job Seekers*

1. The MOEL designates the HRD Korea as the test agency to conduct the EPS-Test of Proficiency in Korean (hereinafter referred to as the "EPS-TOPIK") for an objective selection of jobseekers, pursuant to the Foreign Employment Act of Korea. If necessary, skills test may be conducted to provide employers with additional information about job seekers who passed the EPS-TOPIK.
  - 1-1. In order to recruit suitable job seekers, the MOEL will establish implementation plans for the Point System which includes the EPS-TOPIK, skills test and competency assessments. The implementation date of the system will be determined through mutual consultation between the Parties.
2. POEA will provide assistance and support in the following areas for the smooth implementation of the EPS-TOPIK:
  - (a) distributing and receiving application forms for the EPS-TOPIK and skills test;
  - (b) providing sites for receiving applications, carrying out the tests, and maintaining order at and around the sites;
  - (c) requesting expeditious clearance by the Bureau of Customs of EPS-TOPIK materials and endorsing the request of HRD Korea for their exemption from duties, in accordance with applicable laws;
  - (d) supporting request for visa issuance for a personnel implementing EPS-TOPIK as necessary;
  - (e) exempting the application fee for the EPS-TOPIK and skills test from taxation and facilitating remittance; and
  - (f) other assistance requested by the MOEL and HRD Korea.
3. The MOEL and HRD Korea will provide assistance and support as requested by the DOLE-POEA, for fair and efficient implementation of the EPS-TOPIK and skills test.

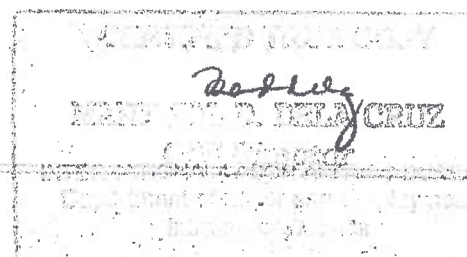




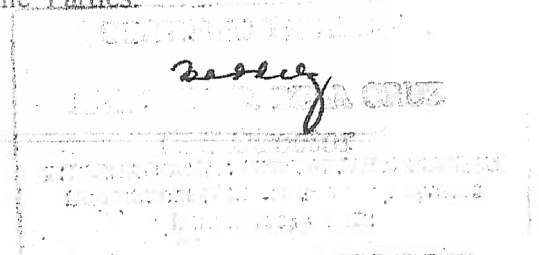
4. Qualifications for the following EPS-TOPIK applicants who will take the test are as follows:
  - (a) persons aged from 18 to 38 (not exceeding 38 on the test date; based on reckoning of birthdates in the Philippines)
  - (b) persons who are not convicted of a crime punishable by imprisonment or a more severe punishment;
  - (c) persons who have no record of deportation or departure orders from the Republic of Korea; or
  - (d) persons who are not restricted to leave the Philippines.
5. The EPS-TOPIK certificate is valid for two (2) years from the date when the test result is announced.
6. The HRD Korea and POEA will sign a Service Commitment Arrangement to regulate specific matters regarding the implementation of the EPS- TOPIK and/or skills test.
7. If necessary, HRD Korea and POEA will designate another public agency(s) to support the EPS-TOPIK and skills test related task through prior consultation with each other. The designated new public agency will carry out the task decided upon by HRD Korea and POEA.
8. If disruption occurs in implementing the EPS-TOPIK and skills test due to lack of cooperation between the HRD Korea and the POEA, or if the EPS-TOPIK cannot be implemented for certain reasons, either Party may take necessary measures, including the resolutions of any disputes arising from the disruption or non-cooperation.

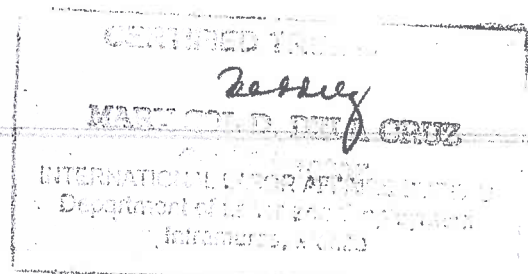
### *Paragraph 6. Recruitment of Job Seekers*

1. POEA will accept applications from job seekers who have passed the EPS-TOPIK.



2. The POEA will prepare the list and profiles of job seekers (hereinafter referred to as "pre-roster") who meet all prerequisites stated below and will submit the same to HRD Korea:
  - (a) persons who have passed the EPS-TOPIK (within the expiration of the test);
  - (b) persons who hold a passport that is valid for at least one (1) year; and
  - (c) persons who have passed the medical examination determined by MOEL.
3. The pre-roster will include the following information:
  - (a) job seeker's personal information (including name, nationality, date of birth, identification number and physical condition);
  - (b) a copy of the job seeker's passport;
  - (c) desired employment conditions (including wage and type of industry);
  - (d) personal and career background (including education, work experience and certificates);
  - (e) information on the EPS-TOPIK taken by the job seeker (including test date and score); and
  - (f) information on the skills test taken by the job seeker (including test date, score)
4. The POEA will immediately transfer electronically the list and profiles of job seekers to HRD Korea through the sending public agency system for inclusion in the job seekers' roster.
5. The HRD Korea will set up a roster based on the pre-roster sent by POEA. If there is any error in the pre-roster, it will be returned to POEA for corrections and will be resubmitted to HRD Korea.
6. If the number of qualified job seekers exceeds the allocated number of the Filipino job seekers on the roster, the selection will be made according to the method jointly decided upon by the Parties.





7. The POEA will inform the job seekers that their inclusion in the roster will not guarantee them any job in Korea. However, those already in the roster should be given preference in the selection process.
8. The POEA will establish the Information Technology (IT) infrastructure of Sending Public Agency System (SPAS) for sending the jobseekers list and profiles to the HRD Korea required for the pre-roster preparation and transmission, and HRD Korea, in return, will take the necessary steps to support the efforts of POEA.

### *Paragraph 7. Management of Job Seekers' Roster*

1. The roster will be valid for one (1) year. When the roster expires, job seekers can be registered again within the valid period of his/her EPS-TOPIK certificate and POEA will make efforts to ensure the re-registration of job seekers into the roster within an established time frame.
2. The POEA will inform HRD Korea of any changes in the information on the job seekers' roster, including their availability, their contact numbers and addresses, etc.
3. The MOEL will inform the DOLE of the types of industries allowed under the EPS and the allocated number of Filipino job seekers on the roster each year.

### *Paragraph 8. Labor Contract*

1. After selecting a worker in the roster, the employer will draw up a labor contract and the HRD Korea will send the contract to POEA.
2. The POEA 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.



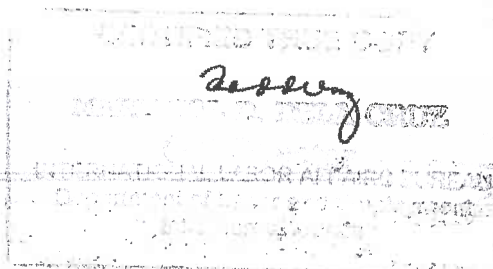
3. Within fourteen (14) days from receipt of the labor contract, the POEA will inform HRD Korea whether each labor contract has been signed by the worker or if not signed, the reason for not signing it. If the decision on the signing of the labor contract is not conveyed within fourteen (14) days, HRD Korea may declare the contract unconcluded after consultation with the employer.
4. HRD Korea will exclude any job seeker who cancels a signed labor contract or does not sign a labor contract twice without valid reason.
5. The MOEL will impose employment restrictions on employers who cancel a labor contract without valid reason.
6. The POEA, upon receipt of the labor contract, will retain a copy and provide the original copy to the worker and advise him/her to bring it to Korea.

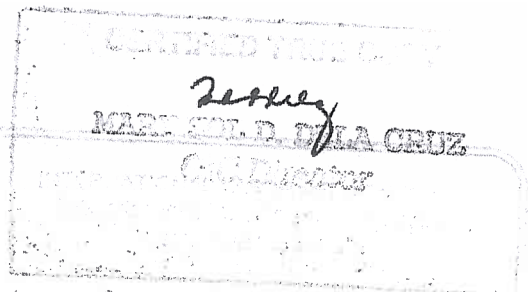
### *Paragraph 9. Pre-departure Education*

1. The POEA will conduct a pre-departure education promptly for the workers who have signed labor contracts so that they can be deployed to Korea in a timely manner.
2. The MOEL-HRD Korea and DOLE-POEA will agree on the contents and length of the pre-departure education.
3. The POEA will conduct the pre-departure education sessions (PDES) or may designate another public agency(s) entrusted to conduct the PDES.

### *Paragraph 10. Visa Issuance*

1. Upon receipt of the Certificate for Confirmation of Visa Issuance (CCVI) from the HRD Korea, POEA will inform the workers immediately and facilitate their applications for the issuance of visas at the Korean diplomatic mission in the Philippines.





2. The HRD Korea will cancel the labor contract of any worker who does not apply for his/her visa within three (3) months validity period of the CCVI.
3. If any worker issued with 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 POEA will cooperate in taking measures to cancel the CCVI as requested by the HRD Korea.
4. If the number of workers with the CCVI who decide not to enter Korea for personal reasons exceeds a certain percentage or the cooperation is not carried out in accordance with the Sub-paragraph 3, the MOEL may take necessary measures such as reduction of the allocated number of job seekers or the temporary suspension of sending workers.
5. HRD Korea recognizes POEA as the only organization authorized to assist in visa applications, and no other organizations can intervene in the process.

### *Paragraph 11. Entry of Workers*

1. In order to keep employers informed as to the status of the workers' preparations at every stage, including the completion of pre-departure education, visa applications, etc. for their entry into Korea, POEA will update HRD Korea, through the EPS Network.
2. The POEA and the HRD Korea will confirm the entry date for workers who are issued with the CCVI at least one (1) week prior to their entry.
3. The POEA will take necessary measures in making flight reservations in advance, to ensure that workers can enter Korea on the scheduled date.
4. The POEA and the HRD Korea will continue to improve the sending process to avoid any unnecessary delay before entering Korea.

## *Paragraph 12. Placement of Workers*

1. The MOEL will conduct the post-arrival education and medical examination for workers before they start working. The MOEL will determine the organization(s) in charge of the post-arrival education and medical examination.
2. Workers who failed the medical examination conducted in Korea will be sent back to the Philippines. The HRD Korea will inform POEA of worker's medical result.
3. The HRD Korea will immediately inform the POEA and the Philippine Overseas Labor Office (hereinafter referred to as the "POLO") of the name of workers who must be repatriated due to medical problems discovered during the medical examination in Korea.
4. If a worker returns to the Philippines prior to the termination of his/her labor contract period for reasons such as problems in the medical examination or failure to adjust to the workplace, he/she will bear the general expenses including the airfare for his/her departure from Korea. If he/she is unable to afford such expenses the Philippine government will assist in covering the cost of his/her return to the Philippines.
5. Either the MOEL or HRD Korea will actively cooperate with the POLO when workers report their cases of illegal treatment by employer that makes repatriation inevitable, for the just resolution of the case.
6. The Parties will exert earnest efforts to ensure faithful compliance with the contract and address any problem at the workplace, to prevent repatriation of workers before expiration of contract.
7. Workers will have to cover their own returning expenses, if their entry to Korea is denied due to passport forgery.

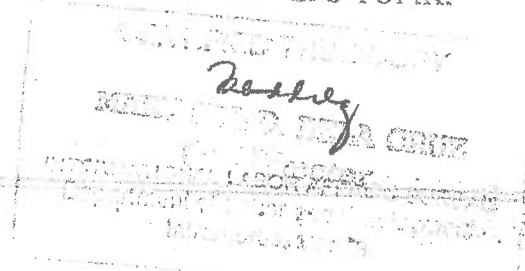
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RECEIVED  
DEPARTMENT OF LABOR / WAGE & BENEFIT  
BUREAU OF LABOR RELATIONS  
MANILA, PHILIPPINES

### *Paragraph 13. Support in the Sending and Receiving Process*

1. The MOEL or HRD Korea shall maintain the Korean EPS Center in the Philippines to provide support for the process of sending and receiving of Filipino workers and may dispatch its officers to assist, monitor and coordinate with the DOLE-POEA to improve the labor sending process.
2. Upon request of HRD-Korea, the POEA will provide assistance to the officers dispatched to the Korean EPS Center in the Philippines to facilitate their tasks through coordination with appropriate government agencies.
3. The POLO may conduct orientation activity for or provide information materials to Korean employers to help them understand and appreciate the Filipino culture and to promote friendship and cooperation between Korea and the Philippines.

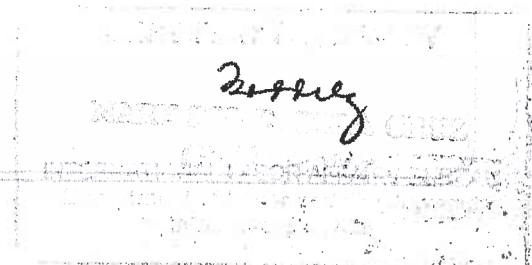
### *Paragraph 14. Employment and Sojourn Management*

1. Workers will be allowed to work in Korea for up to a period of three (3) years from the date of entry. However, workers may extend their employment term once for the maximum period of one (1) year and ten (10) months subject to compliance with the pertinent provisions of the Foreign Employment Act.
2. All voluntary returnees who went back to the Philippines upon the completion of their labor contract will be subject to a six (6) months re-entry restriction period. However, workers who were sincerely committed to their work during their employment without changing workplace will be granted permission to re-enter three (3) months after departing from Korea and given exemptions from the EPS-TOPIK, pre-departure and post-arrival education.





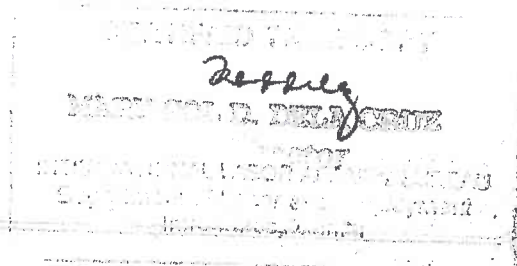
3. The DOLE-POEA will inform the workers of their rights and obligations to observe all the laws of Korea, including the Foreign Employment Act and the Emigration and Immigration Control Act. The MOEL and the HRD Korea will protect foreign workers' rights in accordance with the related labor laws of Korea and actively exclude Employers not-qualified under the Foreign Employment Act.
4. The DOLE-POEA, in order to support the process of employment and sojourn management, may dispatch representatives to Korea. Specifics, such as the date and process concerning their dispatch as well as their roles, will be determined through consultations between the Parties in advance.
5. The MOEL and the HRD Korea will provide assistance to the Philippine officers dispatched to Korea to facilitate their tasks. The HRD Korea will issue certification of employment on behalf of the MOEL to facilitate reintegration of the returning workers.
6. The MOEL-HRD Korea will assist returning workers to receive their insurance payments from the Departure Guarantee Insurance and Return Cost Insurance before departing from Korea and give support for those who have already returned home but were not able to receive or apply for their claims.
7. In observing reciprocity, the Parties recognize that the Foreign Employer Guarantee Fund (FEGF) of the Philippines is equivalent to the Guarantee Insurance of Korea taken out by the employer and agree that only the case for unpaid wages will be governed by the latter insurance.
8. The MOEL ensures that all claims of the worker pursuant to the preceding paragraph will be continuously pursued and settled in Korea despite the departure of the Filipino worker, after being cleared of his/her obligations.





*Paragraph 15. Prevention and Countermeasures Against  
Illegal Stay of Workers*

1. The Parties will make efforts to ensure transparency and efficiency in the sending and receiving process. In an effort to enhance transparency, the Parties may establish a complaint center where malpractices can be reported.
2. The DOLE -POEA will advertise the key contents and employment procedures of the EPS, and the sending fees or documentation and mobilization costs. Specifics, such as the advertising method and dates, will be decided through consultations with the MOEL, the HRD Korea or the Korean EPS Center.
3. The DOLE-POEA will assist the MOEL, the HRD Korea or the Korean EPS Center in advertising the EPS through various means including the holding of presentations/ orientations in different parts of the Philippines.
4. Both Parties will exert efforts towards the effective employment and sojourn management of the Filipino workers such as reminding workers to abide by company regulations and refrain from being absent without leave, encouraging their voluntary departure from Korea upon the expiry of their employment period, and reducing the number of illegal Filipino workers residing in Korea.
5. The MOEL will ensure the smooth entry of Filipino workers pursuant to the Foreign Employment Act and the re-entry of Filipino workers who are employed and re-employed without changing workplace and inform the DOLE-POEA of workers with expiring employment period.



6. The POEA and the POLO will encourage workers to voluntarily return to the Philippines upon completion of their employment sojourn in Korea. Towards this end, both Parties will regularly exchange information on measures being undertaken to prevent and reduce the incidence of overstaying workers.
7. The Parties will cooperate to ensure the smooth implementation of the Returnee Support Program of Korea in the Philippines and the Philippine OFW Reintegration Program.
8. In case illegal practices are found in the sending process, or the rate of Filipino workers absenting from workplace without leave or staying illegally in Korea is much higher than those of other sending countries, the MOEL will take necessary measures such as the reduction of the allocated number of job seekers on the roster, the temporary suspension of the sending process or the cancellation of this MOU.

#### *Paragraph 16. General Provisions*

1. Any differences or disputes which may arise in the interpretation or implementation of this MOU will be resolved through consultations between the Parties.
2. 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 Parties may revise or add supplementary provisions by mutual written consent.

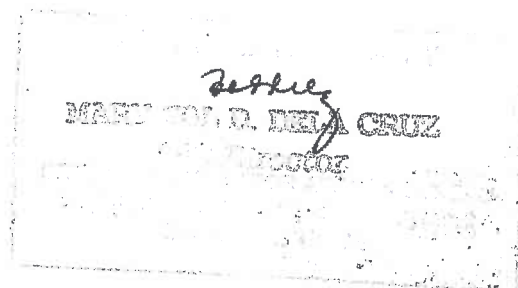
#### *Paragraph 17. Entry into Effect and Term of Validity*


1. This MOU will come into effect on the date of signing by the Parties
2. Once this MOU takes effect, the MOU signed between the Parties on the 8th day of April 2014 will be terminated.

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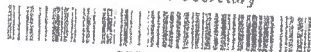
3. Even if this MOU's 2-year validity expires during its renewal negotiation, it will remain effective until the signing of a new MOU. However, either one of the Sides can terminate this MOU if the negotiation is delayed for more than six (6) months without a justifiable explanation or reason.
4. This MOU will remain in effect for two (2) years. However, this MOU may be suspended or terminated for any justifiable reason provided in a written notice from either side of the Parties three (3) months prior to the effectivity of the notice.

Signed in duplicate at Manila and Seoul on the \_\_\_\_th of \_\_\_\_\_  
2017 in the English language.




  
For the Department of Labor  
and Employment of the Republic  
of the Philippines

Dept. of Labor & Employment  
Office of the Secretary



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For the Ministry of  
Employment and Labor of  
the Republic of Korea