



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

THE GOVERNMENT OF THE PEOPLE'S

REPUBLIC OF BANGLADESH

ON

THE EMPLOYMENT OF WORKERS

THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Human Resources **AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH** as represented by the Ministry for Expatriates' Welfare and Overseas Employment (hereinafter referred to singularly as 'the Party' and collectively as 'the Parties'),

NOTING that the Memorandum of Understanding between the Government of Malaysia and the Government of the People's Republic of Bangladesh on the Employment of Workers signed on 18 February 2016 (hereinafter referred to as "the MOU 2016") has expired on 17 February 2021;

CONSIDERING that through the exchange of the Diplomatic Notes dated 28 July 2021 and 2 August 2021, the Parties have agreed to renew the MOU 2016 for a period of five (5) years;

BELIEVING that the employment of Workers from Bangladesh in Malaysia shall be an area of cooperation which is mutually beneficial to both Parties;

REALISING the need to establish a framework to facilitate the recruitment, employment and repatriation of Workers from Bangladesh,

SUBJECT to the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources.

HAVE AGREED as follows:



ARTICLE 1 DEFINITIONS

For the purposes of this Memorandum of Understanding:

"Contract of Employment" means the Contract of Employment entered into between the Employer and the Workers annexed as **Appendix A** in Article 4 of this Memorandum of Understanding;

"Employer" means a company incorporated under the laws of Malaysia or a sole proprietor or any person in Malaysia providing employment in Malaysia to Workers and who has been given approval by the Government of Malaysia to employ Workers;

"Worker" means a citizen of Bangladesh who has been registered and selected through a system operated by the Government of the People's Republic of Bangladesh to be employed by the Employer to work in Malaysia under a Contract of Employment but does not include domestic workers;

"Malaysian Recruitment Agency" (hereinafter referred to as "the MRA" means a private employment agency licensed under the Private Employment Agencies Act 1981 [Act 246] of Malaysia and approved by the Government of Malaysia for the purposes of recruiting Workers;

"Bangladesh Recruitment Agency" (hereinafter referred to as "the BRA") means Bureau of Manpower, Employment and Training (hereinafter referred to as "BMET"), any organisation or company

established by the Government of the People's Republic of Bangladesh and any person who is a license holder with approval of the Government of the People's Republic of Bangladesh for the purposes of recruiting Workers under the Overseas Employment and Migrants Act, 2013.

Words and expressions in the singular include the plural, and words and expressions in the plural include the singular.

ARTICLE 2

IMPLEMENTATION

1. The Parties agree that the recruitment, employment and repatriation of the Worker shall be conducted in accordance with and subject to the terms of this Memorandum of Understanding, the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources.
2. The Parties agree that the rights and protection of Workers and Employers shall be exercised in accordance with the labour laws in Malaysia.



ARTICLE 3

CONTRACT OF EMPLOYMENT

1. The Workers employed in Malaysia shall comply with Malaysian laws, rules and regulations, national policies and directives relating to employment in his/her conduct as a Worker and shall also work in Malaysia in accordance with the terms and conditions of the Contract of Employment as provided in **Appendix A** and subject to the approval of the relevant authorities in Malaysia.
2. Any amendment to the terms and conditions of the Contract of Employment made by the Joint Working Group under **Appendix A** shall not affect or invalidate any existing Contract of Employment in force between the Employer and the Worker.

ARTICLE 4

RECRUITMENT CONDITIONS

The Government of the People's Republic of Bangladesh shall take full responsibility to ensure that the Worker who is selected for employment by the Employer fulfils the following conditions prior to their entry into Malaysia:

- (i) not less than 18 years of age and not more than 45 years of age;

- (ii) possesses the required qualifications and skills specified by the Employer;
- (iii) possesses basic knowledge of Malaysian culture and social practices;
- (iv) has successfully completed the pre-departure orientation in Bangladesh;
- (v) possesses the ability to communicate either in basic English and/or Malay languages;
- (vi) complies with Malaysian immigration laws, rules, regulations, national policies and directives;
- (vii) complies with Malaysian medical requirements for foreign worker;
- (viii) does not possess any previous criminal records; and
- (ix) any other requirements as may be determined by the Government of Malaysia from time to time.

ARTICLE 5 PERIOD OF EMPLOYMENT

The Worker employed under this Memorandum of Understanding shall work in Malaysia:

- (a) for a specific period of time in accordance with the Contract of Employment as provided in **Appendix A**; and
- (b) subject to the terms and conditions of the Contract of Employment as provided in **Appendix A**.

ARTICLE 6 RESPONSIBILITIES

1. The Parties agree that the responsibilities of the Employer, the Workers, the MRA, the BRA and the Government of Malaysia and the Government of the People's Republic of Bangladesh for the purposes of implementation of this Memorandum of Understanding shall be in accordance with **Appendix B**.
2. The Parties shall take appropriate action against the Employer, the Workers, the MRA, or the BRA who contravenes the provision of this Memorandum of Understanding, as shall be determined from time to time by the Joint Working Group established under this Memorandum of Understanding.

ARTICLE 7 REPATRIATION

The Parties shall facilitate the repatriation of the Worker upon the termination/ completion of his/her Contract of Employment.

ARTICLE 8 JOINT WORKING GROUP

1. The Parties agree to establish a Joint Working Group comprising the relevant officials dealing with labour, employment and such relevant matters to discuss any matter arising from the implementation of this Memorandum of Understanding.
2. The Joint Working Group shall implement this Memorandum of Understanding and shall use its best endeavours to perform the functions as set out in the Terms of Reference under **Appendix C**.

ARTICLE 9 FINANCIAL ARRANGEMENTS

1. The financial arrangements to cover the expenses for the cooperatives activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds.

2. Notwithstanding anything in paragraph 1 above, the expenses for organising the meetings of the Joint Working Group shall be borne by the Party hosting the meetings. The Party, which is sending its representatives for participation in the meetings of the Joint Working Group, if any, shall bear their own travel and living expenses.

ARTICLE 10

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both Parties agree that the provisions of this Article shall survive the expiry or termination of this Memorandum of Understanding.

ARTICLE 11

SUSPENSION

1. Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding. The suspension shall take effect immediately upon such notification has been given to the other Party through diplomatic channels.
2. The suspension of this Memorandum of Understanding shall not affect or nullify the Contract of Employment made between the Employer and the Worker prior the date of suspension of this Memorandum of Understanding.

ARTICLE 12

REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced in writing and shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.

4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 13

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation, implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 14

EXPIRY

Unless the Parties otherwise agree, the expiry of the MOU 2016 shall not affect or nullify the Contract of Employment made between the Employer and the Worker or any permit or pass or license granted to any person pursuant to the MOU 2016 until the date of the expiry of the said Contract of Employment, permit, pass or license.

ARTICLE 15
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall come into force on the specific date to be determined by the Parties through the exchange of Diplomatic Notes and shall remain in force for a period of 5 (five) years.
2. This Memorandum of Understanding may be extended for a further period to be mutually agreed upon in writing by the Parties.
3. Notwithstanding anything in this Article, either Party may terminate the Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least six (6) months prior to its intention to do so.
4. The Parties agree:
 - (a) the termination of this Memorandum of Understanding shall not affect or nullify the Contract of Employment made between the Employer and the Worker or any permit or pass or license granted prior to the date of termination of this Memorandum of Understanding; and
 - (b) the termination of this Memorandum of Understanding shall not affect any right or obligation of the Parties arising from or based on this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding.

DONE at Kuala Lumpur, Malaysia on the 19th day of December in the year 2021 in two (2) original copies in the English language.

**FOR THE GOVERNMENT OF
MALAYSIA**

**FOR THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF
BANGLADESH**



Datuk Seri M. Saravanan
Minister of Human Resources



Mr. Imran Ahmad, M.P.
Minister for Expatriates' Welfare
and Overseas Employment

CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** is made on this day.....month of 20..... between..... (hereinafter referred to as "the Employer") of the one part and Passport No.and Birth Registration No. (hereinafter referred to as "the Worker") of the other part.

WHEREAS the Employer shall employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Malaysia.

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a period ofyear(s) commencing on the day of arrival of the Worker in Malaysia until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Wages

2.1 The Worker shall receive a basic wage of RM (excluding allowances and overtime). This basic wage shall comply with the minimum wages to be determined according to the Laws of Malaysia.

2.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day of the following month.

2.3 The payment of the monthly wages shall be made through a bank account in the Worker's name.

3. Working Hours

Working hours shall be eight (8) hours per day in accordance with the labour laws in Malaysia.

4. Overtime

In the event the Worker, upon the request by the Employer, agrees to work in excess of his normal working hours, the Worker shall be paid in accordance with the labour laws in Malaysia.

5. Rest Day

5.1 The Worker shall be entitled to one (1) rest day in each week.

5.2 In the event the Worker, upon the request by the Employer, agrees to work on such rest day, the Worker shall be paid in accordance with the labour laws in Malaysia.

6. Public Holiday

6.1 The Worker shall be entitled to public holidays in accordance with the labour laws in Malaysia.

6.2 In the event the Worker, upon the request by the Employer, agrees to work on such public holiday, the Worker shall be paid in accordance with the labour laws in Malaysia.

7. Annual Leave

The Worker shall be entitled to annual leave in accordance with the labour laws in Malaysia.

8. Levy

The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.

9. Medical and Accident Insurance

The Worker shall be insured under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance schemes as may be required for the Workers as imposed by the Government of Malaysia.

10. Deductions

The Employer is entitled to make deduction for not more than 50% in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws in Malaysia.

11. Accommodation

The Employer shall provide the Worker with reasonable accommodation with basic amenities in accordance with the laws, rules and regulations in Malaysia.

12. Sick Leave

The Worker shall be entitled to a paid sick leave in accordance with the labour laws in Malaysia.

13. Renewal of Worker's Visit Pass (Temporary Employment)

13.1 The Employer shall renew the Worker's Visit Pass (Temporary) three (3) months before the expiry date.

13.2 Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.

14. Air Passage

The Employer shall bear:

(i) the first travelling expenses from Bangladesh to any agreed point of entry in Malaysia.

(ii) the travelling expenses from any agreed point of exit in Malaysia to Bangladesh shall be borne by the Employer upon completion of this Contract of Employment.

15. Repatriation

15.1 The repatriation cost of the Workers from their place of work to their original exit point in Bangladesh shall be borne by the Employer under the following circumstances:

(i) completion of the Contract of Employment;

(ii) termination of this Contract of Employment by the Employer for reason other than non-compliance of the terms and conditions of this Contract of Employment by the Worker including where the Worker suffers serious injury or illness at the work place and becomes incapable of working; or

(iii) termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.

(iv) in case of serious injury or illness at the work place and if any worker becomes incapable of working and has to depart from his work during the tenure of this Contract of Employment.

15.2 The Worker shall be responsible for all expenses relating to repatriation under circumstances other than provided in clause 15.1.

The term "original exit point" in this Contract of Employment shall mean Dhaka, Bangladesh.

16. Termination

16.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give two (2) months' notice of his intention to terminate such contract or two (2) months' wages in lieu of notice to the Worker, and shall provide air fare to Bangladesh for the Worker.

16.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give two (2) months' notice or indemnify two (2) months' wages in lieu thereof to the Employer and the Worker shall bear the cost of air fare to Bangladesh.

17. Restrictions

17.1 The Worker shall not participate in any political activities or activities of those connected with political organisations in Malaysia.

17.2 The Worker shall not change employment and shall not carry or do other businesses during the period of this Contract of Employment.

17.3 If the Worker is found by the competent authority concerned creating social problems or engaging in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to Bangladesh at Worker's own expenses.

17.4 In the event the Worker marries any person in Malaysia during the Workers period of employment under this Contract of Employment, the Government of Malaysia reserves the right to revoke the Visit Pass (Temporary Employment) of the Worker.

18. Extension

The Employer and the Worker may agree that this Contract of Employment may be extended, subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

19. Safekeeping of the Passport

19.1 The Employer shall not keep the passport of the Worker in his/her custody.

19.2 The Worker shall carry the passport or copy of visitors pass (Temporary Employment) or a suitable identification document issued by the Employer or

competent authority of Malaysia all the time. In the event that the Worker's passport is lost or damaged, the Worker shall bear all related expenses.

19.3 The Worker shall submit the passport to the Employer for the following purposes:

- (i) medical screenings;
- (ii) application of Visit Pass (Temporary Employment);
- (iii) application of Foreign Workers Identity Card; and
- (iv) renewal of Visit Pass (Temporary Employment).

The passport shall be returned to the Worker upon completion of these purposes.

In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above-mentioned purposes, the Employer shall bear all related expenses.

20. Outstanding Wages

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, the Employer shall pay all outstanding basic wages and all other payments owed to the Worker subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

21. Amendment

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favourable to the Worker.

22. Time is of the Essence

Time whenever mentioned shall be of the essence of this Contract of Employment.

23. Laws

This Contract of Employment shall be subject to the laws of Malaysia.

24. Succession

This Contract of Employment shall be binding on the successor in title, assigns, personnel or representatives of the parties hereto.

25. Language of this Contract of Employment

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Bangla and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.



IN WITNESS WHEREOF the parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

Employer's Signature,

Worker's Signature,

.....
Name:
NRIC No.:
Address:

.....
Name:
Passport No.:
Emergency Contact No.:
(Dependent)

(Signature of Witness from Employer)

(Signature of Witness from Worker)

.....
Name:
Address:

.....
Name:
Address:



A. Responsibilities of the Employer

(i) The Employer shall employ a Worker directly or through an MRA. The recruitment of the Worker in Bangladesh through a BRA which is licensed by the Government of the People's Republic of Bangladesh shall start after a Demand Letter has been attested by the High Commission of Bangladesh in Malaysia. The Employer is also responsible for obtaining the necessary approval of the relevant authorities in Malaysia for the purpose of recruitment.

(ii) The Employer shall pay the Worker basic wages (excluding allowances and overtime) as agreed in the terms and conditions of the Contract of Employment. Wages shall be paid by the Employer on a monthly basis not later than seventh day of the following month. The basic wage shall comply with the national minimum wage in Malaysia.

(iii) The Employer shall sign the Contract of Employment in Malaysia before the time of commencement of employment, and the original copy of the signed Contract of Employment shall be provided to the Worker in Bangladesh after the said Contract of Employment has been attested by the High Commission of Bangladesh in Malaysia.

(iv) The Employer shall be responsible for all the requirements relating to the entry and employment of the Workers in Malaysia.

(v) The Employer shall be responsible for the following payments:

- (a) Security deposits as required by the Immigration Department of Malaysia;
- (b) Processing fees;
- (c) Visit Pass (Temporary Employment);

- (d) Insurance under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme required for the Workers as may be imposed by the Government of Malaysia from time to time;
- (e) Medical examination in Malaysia;
- (f) Immigration Security Clearance;
- (g) Biomedical;
- (h) Overseas Visa System (Visa Processing);
- (i) Single Entry Visa/Multiple Entry Visa;
- (j) Air ticket for the first-time entry;
- (k) Air ticket for exit after completion of workers contract of employment;
- (l) Attestation fee by High Commission of Bangladesh in Malaysia;
- (m) Service charges by MRA;
- (n) COVID-19 tests; and
- (o) Quarantine cost (if required);

Provided that the payment for items (f), (g) and (o) above shall only be paid by the Employer in the event the Worker qualifies for the Immigration Security Clearance process and Biomedical test in Bangladesh.

(vi) The Employer may advance such payment and shall be allowed to deduct not more than 50% from the Worker's monthly wages for all types of deductions to recover such advances. The amount and duration of deduction must be clearly stated in a separate agreement between the Worker and the Employer.



(vii) The Employer shall be responsible to receive the Workers upon arrival at the entry point in Malaysia as soon as possible, but not exceeding 6 hours from the time of arrival.

(viii) The Employer shall ensure that the Worker undergoes medical examination as follows:

- (a) within thirty (30) days from the date of arrival of the Worker in Malaysia;
- (b) once every year for the first two years of employment; and
- (c) as required by the Government of Malaysia for the subsequent years of employment.

(ix) The Employer shall renew the Workers' Visit Pass (Temporary Employment) three (3) months before the expiry date. Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.

(x) The Employer shall at all times respect and pay due regard to the sensitivity of religious beliefs of the Workers.

(xi) The Employer shall provide the Workers with reasonable accommodation with basic amenities in accordance with the laws, rules and regulations in Malaysia.

(xii) The Employer shall undertake that the Workers shall be employed for the purpose of duties specified in the Visit Pass (Temporary Employment).



(xiii) The Employer shall furnish the Malaysian Labour Department particulars of the Workers including the Worker's dependant within fourteen (14) days from the commencement of the employment.

(xiv) The repatriation cost of the Workers from their place of work to their original exit point in Bangladesh shall be borne by the Employer under the following circumstances:

- (a) completion of the Contract of Employment;
- (b) termination of the Contract of Employment by the Employer for reason other than non-compliance of the terms and conditions of this Contract of Employment by the Worker; or
- (c) termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

(xv) The Employer shall provide the occupational safety and health training to the Worker under the Occupational Safety and Health Act 1994, Malaysia [Act 514].

(xvi) The Employer shall be responsible to repatriate workers who are detained, undocumented and overstayed in Malaysia.

(xvii) The Employer shall be responsible for ensuring workers who have been repatriated has returned home.

B. Responsibilities of the Worker

(i) The Worker shall sign the Contract of Employment and retain a copy of such Contract.



- (ii) The Worker shall bear the expenses for the recruitment costs incurred in Bangladesh.
- (iii) The Worker shall not be allowed to bring his family members during their period of employment in Malaysia.
- (iv) The Worker shall abide by all Malaysian laws, rules, regulations, national policies and directives and respect Malaysian traditions and customs during their stay in Malaysia.
- (v) The Worker shall perform the responsibilities assigned by the Employer.
- (vi) The Worker shall be responsible for all the expenses relating to repatriation as stipulated under the Contract of Employment.
- (vii) The Worker shall bear the costs of the Immigration Security Clearance and Biomedical if he does not qualify for either the Immigration Security Clearance process or Biomedical test in Bangladesh.



C. Responsibilities of the Government of Malaysia

- (i) The Government of Malaysia shall receive and process the application from the Employers.
- (ii) The Government of Malaysia shall provide information on Employer's profiles to the Government of the People's Republic of Bangladesh.
- (iii) The Government of Malaysia shall ensure the Contract of Employment is complied by the Employer.
- (iv) The Government of Malaysia shall ensure that the Employers and Worker comply with the laws, rules, regulations, national policies and directives of Malaysia.
- (v) The Government of Malaysia shall select BRA automatically through the online system from the list provided by the Government of the People's Republic of Bangladesh.
- (vi) The Government of Malaysia shall ensure transparency and fairness of the online system for selection of BRA and distribution of quota.
- (vii) The Government of Malaysia shall be responsible to take the necessary actions in accordance with its relevant domestic laws for the failure of the Employer/MRA to fulfil any of his responsibilities under this Memorandum of Understanding.
- (viii) The Government of Malaysia shall provide the list of the MRA-which are involved in recruiting the Worker in accordance with this MOU.

D. Responsibilities of the Government of the People's Republic of Bangladesh

(i) The Government of the People's Republic of Bangladesh shall be responsible to ensure the Workers are medically fit and fulfill the Employer's specifications.

(ii) The Government of the People's Republic of Bangladesh shall ensure that the Workers obtain the necessary travel documents and undergo medical examination at the designated medical centres in Bangladesh.

(iii) The Government of the People's Republic of Bangladesh shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained to and understood by the Workers.

(iv) The Government of the People's Republic of Bangladesh shall ensure that the Workers are furnished with their passport, the original Contract of Employment, information and particulars of Workers which includes biometric data and contact persons of the Bangladesh Mission and the Government of Malaysia.

(v) The Government of the People's Republic of Bangladesh shall maintain and update records of the Employers and the Workers including the Workers' dependent.

(vi) The Government of the People's Republic of Bangladesh shall ensure all Workers have undergone the Pre-Departure Induction Course.

(vii) The Government of the People's Republic of Bangladesh shall be responsible to repatriate Workers who are medically unfit or did not fulfill the

specifications by the Government of Malaysia and Employers at no cost to the Government of Malaysia and Employers.

(viii) The Government of the People's Republic of Bangladesh shall be responsible to provide the list of valid licensed BRA who are experienced, competent and have clean track record.

(ix) The Government of the People's Republic of Bangladesh shall be responsible for the failure of the BRA to fulfil any of its responsibilities under this Memorandum of Understanding.

E. Malaysian Recruitment Agency (MRA)

(i) The MRA shall, upon request of the Employer, recruit Bangladeshi workers through the BRA.

(ii) The MRA shall ensure that the Worker provided to the Employer fulfils the employment specification as required by the Employer.

(iii) The MRA shall be responsible for the arrangement of the entry of the Worker upon arrival at the entry point in Malaysia and thereafter.

(iv) The MRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained to and understood by the Worker.

(v) The MRA shall comply with the guidelines stipulated by both Governments for the purposes of recruiting/employing Workers.

F. Responsibilities of Bangladesh Recruitment Agency (BRA)

- (i) The BRA shall be responsible in providing potential Workers according to the Employer's specifications.
- (ii) The BRA shall be responsible on behalf of the Workers to obtain the necessary travel documents and to arrange for medical check-up at the designated medical centres accredited by the Ministry of Health and Family Welfare of Bangladesh.
- (iii) The BRA shall be responsible to provide the Workers who are medically fit and have fulfilled the Employer's specifications.
- (iv) The BRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained to and understood by the Workers.
- (v) The BRA shall be responsible to furnish the Workers with the original Contract of Employment, information and particulars of Workers which includes biometric data and contact persons of the Bangladesh High Commission in Malaysia and the Government of Malaysia.
- (vi) The BRA shall assist the Government of the People's Republic of Bangladesh to maintain and update records of the Employers and the Workers including the Workers' dependent.
- (vii) The BRA shall ensure all Workers undergo Pre-Departure Induction Course.
- (viii) The BRA shall supply Workers upon receiving a job order from the Government of the People's Republic of Bangladesh.

(ix) The BRA shall be responsible to repatriate and replace Workers who are medically unfit or did not fulfil the specifications by the Government of Malaysia and Employers.

(x) The BRA shall ensure all workers meet the conditions set by the Government of Malaysia.

TERMS OF REFERENCE FOR JOINT WORKING GROUP FOR THE IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH ON THE EMPLOYMENT OF BANGLADESH WORKERS IN MALAYSIA

I. Introduction

In accordance with Article 8, the Government of Malaysia and the Government of the People's Republic of Bangladesh agreed to establish a Joint Working Group (hereinafter referred to as "the JWG"). The establishment of the JWG would provide a forum for coordination and consultation between officials of both Parties to provide solutions on matters concerning the recruitment, employment and repatriation of Workers in Malaysia.

II. Objective

To ensure appropriate and effective implementation of the Memorandum of Understanding.

III. Principles

1. The work of the JWG shall be conducted in the spirit of cooperation for the purpose of recognizing the interest of both Parties.
2. To promote the right and the protection of both Employers and the Workers in Malaysia, as agreed in the Memorandum of Understanding and the Contract of Employment.

IV. Role and Functions

1. To monitor the implementation of the Memorandum of Understanding.
2. To monitor the implementation of any programme regarding the recruitment and placement of the workers.
3. To monitor and obtain information with regard to and employment issues faced by the Workers and Employers.
4. To provide advisory services and technical assistance on the employment of the Workers.
5. To perform any other tasks as may be assigned to it by both Parties.
6. To deliberate on issues consequential to the exercise of Article 11 of the Memorandum of Understanding prior, during and after the suspension of the Memorandum of Understanding and to propose for both Parties to discuss on alternative solutions or remedial actions due to the suspension of the Memorandum of Understanding.
7. To propose any amendment, variation or modification to the terms and conditions of the Contract of Employment and any items listed in the attached appendices to the Memorandum of Understanding, provided that amendment, variation or modification made to any appendix to the Memorandum of Understanding will only take into effect upon the agreement by both Parties through diplomatic channels.

V. Office

Each Party shall designate an office within its relevant authorities that shall serve as contact point with the other Party.

VI. Membership

1. The JWG shall be co-chaired by the officials of both Parties.
2. The JWG shall comprise of appropriate government authorities, including the High Commission of Malaysia in Bangladesh and the High Commission of Bangladesh in Malaysia.
3. Each Party shall determine the relevant government authorities respectively to be the members of the JWG and particular government authority to be designated as the focal point for each Party.

VII. Meetings

1. The JWG shall convene at least two (2) meetings per year.
2. Regular meetings of the JWG shall be held alternately in Malaysia and Bangladesh.
3. As and when appropriate, the JWG may hold additional meetings at a venue to be agreed upon by both the Parties.
4. When necessary, the JWG shall convene meetings as instructed by both Parties.

VIII. Documentation

All records of the JWG shall be in English.

IX. Financial Arrangement

The cost for hosting the JWG and sending government officials to attend the JWG meetings shall be borne by the respective Parties individually.

X. Amendment

1. The terms of reference may be reviewed and amended by mutual consent by the JWG and subject to the endorsement by both Parties.
2. In the event the JWG decides to amend any terms and conditions in the Contract of Employment or any item listed in the Appendices attached to this Memorandum of Understanding, such amendment shall have no effect unless and until it is agreed by the Parties.