

Memorandum of Understanding
between the Ministry of Labour of the Republic of Uzbekistan
and the Ministry of Employment and 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 of the Republic of Uzbekistan and the Ministry of Employment and 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 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 viable framework for cooperation between the Sides and to enhance transparency and efficiency in the process of sending Uzbekistan 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.

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 Sides.

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 (hereinafter referred to as the "MOEL") to employ foreign workers pursuant to the Act on Foreign Workers' Employment of Korea (hereinafter referred to as the "Foreign Employment Act");
- (b) the term "job seeker" refers to a Uzbekistan national who wants to work in Korea pursuant to the Foreign Employment Act;
- (c) the term "worker" refers to a Uzbekistan 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 pursuant to the Foreign Employment Act;
- (d) the term "sending agency" refers to an agency which has the authority to recruit and send workers who want to be employed in Korea pursuant to the Foreign Employment Act;
- (e) the term "receiving agency" refers to an agency which has the authority to manage the job seekers' roster and to receive Uzbekistan workers from a sending agency of Uzbekistan pursuant to the Foreign Employment Act;
- (f) 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; and

(g) the term "Korean EPS center" refers to a representative office of the receiving agency in Uzbekistan, which provides support for the process of sending and receiving Uzbekistan workers on behalf of the MOEL and the receiving agency. In order to fully function in Uzbekistan, it needs to obtain an accreditation from the competent authority in the prescribed manner. Until then, the Agency for Foreign Labor Migration Affairs of Uzbekistan will provide necessary support and assistance required by the center.

Paragraph 3. Sending Agency and Receiving Agency

1. The Ministry of Labour of the Republic of Uzbekistan (hereinafter referred to as the "MOL") is the government agency primarily responsible for sending Uzbekistan workers to Korea. However, in implementing this MOU, the Sides jointly decide that the MOL designates Agency for Foreign Labor Migration Affairs (hereinafter referred to as the "AFLMA") as the sending agency.
2. The AFLMA is a state-owned company under the authority of the MOL and will be directly in charge of recruiting and sending Uzbekistan workers. No other agency than the AFLMA can take part in the sending process under this MOU.
3. The MOEL is the government agency primarily responsible for receiving Uzbekistan workers who are sent to Korea under the EPS. However, in implementing this MOU, the Sides jointly decide that the MOEL designates the Human Resources Development Service of Korea (hereinafter referred to as the "HRD Korea") as the receiving agency and the test agency.
4. The HRD Korea is an affiliated agency of the MOEL financed by the national budget and will be directly in charge of managing the job seekers' roster and receiving Uzbekistan workers.

Paragraph 4. Sending Fee

1. Workers will pay the sending agency the actual costs incurred in pursuing their application and sending them to Korea.
2. Pursuant to sub-paragraph 1, upon the signature of this MOU, the sending agency will provide the MOEL with information on the total amount of the sending fee imposed on each worker as well as its detailed expenditures. The MOEL can request the sending agency to reduce the sending fee if the MOEL deems that the fee includes unnecessary items or is assessed to be excessive when considering Uzbekistan's economic situation and other countries' sending fees.
3. The sending agency will decide the sending fee in consultation with the MOEL and make an official announcement of a breakdown of the fee (including medical checkup, EPS-TOPIK, issuance of passport and visa, roster registration, preliminary training and airfare/tax) via public broadcasting or posting on government websites. If necessary, the MOEL can investigate the fee and its composition paid by Uzbekistan workers who are sent to work in Korea.
4. When changes in the existing sending fee are inevitable due to inflation or other reasons, the sending agency is required to consult on the matter and share the information with the MOEL at least one month in advance.

Paragraph 5. Implementation of the EPS-TOPIK and skills test

1. The MOEL will implement the EPS-TOPIK for an objective selection of job seekers pursuant to the Foreign Employment Act. If necessary, skills test may be conducted to provide employers with additional information about job seekers who passed the EPS-TOPIK.
2. The MOL and the sending agency will provide assistance and support in the following areas for the smooth implementation of the EPS-TOPIK and skills test:

- (a) distributing and receiving application forms for the EPS-TOPIK and skills test;
 - (b) providing sites for receiving applications and carrying out the tests, and maintaining order at and around the sites;
 - (c) streamlining customs clearance and exempting from customs duties on test-related materials that are brought into Uzbekistan for the EPS-TOPIK and skills test;
 - (d) facilitating the immigration process including visa issuance for staff of the test agency or other personnel involved in implementing the EPS-TOPIK and skills test;
 - (e) exempting the EPS-TOPIK application fee from taxation and facilitating remittance; and
 - (f) other assistance requested by the MOEL and the test agency.
3. The MOEL and the test agency will provide assistance and support as requested by the MOL and the sending agency for the fair and efficient implementation of the EPS-TOPIK and skills test.
4. Qualifications for the EPS-TOPIK applicants are as follows:
- (a) persons aged from 18 to 39 (not exceeding 39 on the test date);
 - (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 Uzbekistan.
5. The EPS-TOPIK certificate is valid for two (2) years from the date when the test result is announced.
6. Eligible applicants for skills test are those who passed the EPS-TOPIK or have already been registered in the job seekers' roster.
7. The result for the skills test, which is not on a pass/fail basis, will be provided to employers to be used as information about job seekers during their valid job seeking period.

8. The test agency and the sending agency may sign a Service Commitment Agreement to regulate specific matters regarding the implementation of the EPS-TOPIK and skills test.
9. If necessary, the test agency and the sending agency will designate a public agency(s) to support the EPS-TOPIK and skills test related task through prior consultation with each other. The designated agency will carry out the task decided upon by the test agency and the sending agency.
10. If disruption occurs in implementing the EPS-TOPIK and skills test due to lack of cooperation between the test agency and the sending agency, or if the EPS-TOPIK or skills test cannot be implemented for certain reasons, the MOEL may take necessary measures including the suspension of the EPS-TOPIK or skills test.

Paragraph 6. Recruitment of Job Seekers

1. Job seekers who have passed the EPS-TOPIK will submit their job application to the sending agency.
2. The sending agency prepares the list and profiles of job seekers (hereinafter referred to as the "pre-roster") who meet all prerequisites stated below and forwards it to the receiving agency:
 - (a) persons who have passed the EPS-TOPIK (within the valid period of the EPS-TOPIK certificate);
 - (b) persons who hold a passport that is valid for at least one (1) year; and
 - (c) persons who have passed the medical checkup determined by the 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 and result).
4. The receiving agency will set up a roster based on the pre-roster sent from the sending agency. If there is any error in the pre-roster, the receiving agency will return it for correction to the sending agency which will send it back within fourteen (14) days from the request for correction.
 5. If the number of qualified job seekers exceeds the allocated number of the Uzbekistan job seekers on the roster, the selection will be made according to methods jointly decided upon by the Sides.
 6. The MOL and the sending agency will actively cooperate to shorten the time incurred in issuing a passport to facilitate a job seeker to obtain one in advance and submit its copy when making a job application.
 7. The sending agency will inform the job seekers that their inclusion in the roster will not guarantee them any job in Korea.
 8. The sending agency will establish and maintain necessary IT infrastructure for installation of the Sending Public Agency System (SPAS, a computer program for setting up the roster), and the receiving agency will send the relevant information to the sending agency.

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 the sending agency will make efforts to ensure the re-registration of job seekers into the roster within an established time frame.

2. If there is any change in the information on the roster, including the job seeker's contact details and intention of searching for a job, the sending agency will inform the receiving agency of such changes and the reason for the changes.
3. The MOEL will inform the MOL of the types of industries allowed under the EPS and the allocated number of Uzbekistan job seekers on the roster each year.

Paragraph 8. Labor Contract

1. Each Employer will select job seekers from the roster and draw up the Standard Labor Contract Form approved by the MOEL pursuant to the Foreign Employment Act. The receiving agency will send the labor 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 fourteen (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 the given period, the receiving agency may declare the contract uncompleted after consultation with the employer.
4. If any job seeker cancels a signed labor contract or does not sign a labor contract twice without any due reason, the receiving agency can exclude him/her from the roster.
5. The MOEL can impose employment restrictions on the employers who cancel a labor contract without due reason.
6. The sending agency will provide the original copy of the labor contract to the worker who signed it and have him/her bring it when going to Korea.

Paragraph 9. Pre-departure Education

1. The sending agency will conduct a pre-departure education promptly for the workers who have signed labor contracts so that they can enter Korea in a timely manner.
2. The sending agency will decide contents and length of the education through prior consultation with the MOEL.
3. The sending agency will either conduct the pre-departure education by itself or select a public agency(s) to be entrusted with the pre-departure education through consultation with the MOEL.
4. If any worker is found, after his/her arrival in Korea, not to have received the pre-departure education or have but not from the designated agency, the MOEL can deport the worker and take necessary and reasonable measures.

Paragraph 10. Visa Issuance

1. The sending agency will inform the workers immediately after receiving the Certificate for Confirmation of Visa Issuance (hereinafter referred to as the "CCVI") from the receiving agency and apply for a visa for them by submitting required documents to the Korean diplomatic mission in Uzbekistan.
2. The receiving agency can cancel the labor contract of any worker who does not apply for a visa within three (3) months of the validity period of the CCVI.
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 upon request by the receiving agency.
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. 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 update information into the EPS Network at every stage. Such information will include the completion of pre-departure education, visa applications, etc.
2. The sending agency and the receiving agency will confirm the entry date for CCVI issued workers at least one (1) week prior to their entry, taking into account their post-arrival education schedules.
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 avoid any unnecessary delays before entering Korea.

Paragraph 12. Placement of Workers

1. The MOEL will conduct post-arrival education and medical checkup for workers before they start work. The MOEL will determine the organization(s) in charge of the post-arrival education and medical checkup.
2. Workers who failed the medical checkup due to medical problems discovered during the examination in Korea will be sent back to Uzbekistan. The receiving agency will inform the sending agency of the workers.

3. If a worker returns to Uzbekistan prior to the termination of his/her labor contract period for reasons such as problems in the medical checkup, occurrence of health related events during the post-arrival education 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 Uzbekistan government, MOL (sending agency), will assist in covering the cost of his/her return to Uzbekistan.

Paragraph 13. Support in the Sending and Receiving Process

1. The MOEL or receiving agency may maintain the Korean EPS center in Uzbekistan to provide support for the process of sending and receiving Uzbekistan workers.
2. The Korean EPS center, through consultations with the MOL and the sending agency, may assist, monitor, and advise the labor sending process. Specifics, such as the date and process concerning the dispatch of its officers, will be determined through consultations between the Sides in advance.
3. The MOL and the sending agency will provide cooperation, such as issuance of long-term visa for employees of the Korean EPS center and their families, provision of related materials, and responses to interview requests in order to facilitate their work in Uzbekistan.

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, in some cases, workers may be allowed to extend their employment period for the maximum of one (1) year and ten (10) months subject to compliance with the pertinent provisions of the Foreign Employment Act. It is allowed for workers to apply for transfer to another workplace in accordance with provisions of the Foreign Employment Act. Labor protection, compensation for harm caused to life and health of the worker in connection with his work duties or as a result of illegal disable to work, as well as in case of death in

connection with work (to members of the worker's family) are realized in accordance with legislation of the Republic of Korea.

2. All voluntary returnees who went back to their home country upon the completion of their labor contract will be subject to a 6-month re-entry restriction period. However, the workers who have been 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 as well as the pre-departure and post-arrival education by request of qualified employers.
3. The MOL and the sending agency will make sure that the workers observe all laws of Korea including the Foreign Employment Act and the Emigration and Immigration Control Act. The MOEL and receiving agency will protect foreign workers' rights in accordance with the related labor laws of Korea.
4. The MOL and the sending agency, 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 Sides in advance.
5. The MOEL and the receiving agency will provide cooperation, such as support in issuance of long-term visa, provision of related materials, and responses to interview requests in order to facilitate the tasks of the dispatched representatives.
6. The Sides will make effort to help workers to receive the benefits of Departure Guarantee Insurance and Return Cost Insurance through the regular procedures before they leave Korea.
7. In case the worker leave Korea without claiming the Departure Guarantee Insurance and Return Cost Insurance payments, MOL will actively cooperate with the MOEL in gathering information, such as the worker's address and contact details, that are needed to return the payments to the worker.

*Paragraph 15. Prevention of Corruption and
Countermeasures against Illegal Stay of Workers*

1. The Sides will make efforts to ensure the transparency and efficiency of the sending and receiving process. In an effort to enhance transparency, the Sides may establish a complaint center where malpractices can be reported.
2. The MOL and the sending agency will advertise the key contents and employment procedures of the EPS and the sending fee in Uzbekistan. Specifics, such as the advertising method and dates, will be decided through consultations with the MOEL, the receiving agency or the Korean EPS center.
3. The MOL and the sending agency will conduct a presentation on the EPS and a training on the prevention of the irregularities in the sending process (hereinafter referred to as the "presentation") more than twice a year to the Uzbekistan workers who want to work in Korea, students majoring in the Korean language in colleges, and EPS-related government officials. The MOL and the sending agency will conduct the presentation jointly with the Korean EPS center and take necessary measures such as obtaining approval from relevant authorities, reserving the place, arranging the schedule, and attracting participants.
4. The MOL and the sending agency, in cooperation with the Korean Embassy in Uzbekistan and the Korean EPS Center, will hold the quarterly consultation for efficient management of the EPS. In the consultation, the Sides will evaluate and share information on current issues including PR on the EPS, the presentation, training on the prevention of irregularities, signing of labor contract, shortening the period of receiving workers, and monitoring results.
5. The MOL and the sending agency will assist the MOEL, the receiving agency or the Korean EPS center in advertising the EPS through means such as holding presentations in Uzbekistan.
6. The Sides will make efforts for the employment and sojourn management of Uzbekistan workers such as preventing them from being absent without

leave, encouraging their voluntary departure from Korea upon the expiry of their employment period, and reducing the number of illegal Uzbekistan workers residing in Korea.

7. The MOEL will strive to facilitate the re-entry and re-employment process of Uzbekistan workers who worked with sincerity during their employment period without changing workplace, and inform the sending agency of workers with expiring employment period.
8. The MOL will encourage voluntary return of the workers and provide quarterly plans and goals to the MOEL for managing the rate of illegal stay of workers with expired employment period.
9. The Sides will cooperate to ensure the smooth implementation of the Returnee Support Program, including active job placement services to help the returning workers adapt to their home country.
10. In case severe corruption is found in the sending process or the number of Uzbekistan 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 MOEL may take necessary measures such as reduction of the allocated number of job seekers on the roster, the temporary suspension of the sending of workers or the cancellation of this MOU.
11. In case of the corruption or other activities contrary to this MOU during the EPS-TOPIK realization, the worker may be rejected for entry and employment in Korea.

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 Sides.
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 Sides may revise or add supplementary provisions by mutual written consent.

3. The Sides may, jointly with relevant authorities if necessary, visit each other's organizations at times jointly decided upon by the Sides.

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. Once this MOU takes effect, the MOU signed between the Sides on the 13th day of December 2012 will be terminated.
3. 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 of the Sides to the other side three (3) months prior to the effectiveness of the notice.
4. If the 2-year validity of this MOU expires during its renewal negotiation, it will maintain its effectiveness until the signing of a new MOU, unless there is a termination request from either of the Sides.

Signed in duplicate at Tashkent on the 31st of March 2016 in the English language.



*For the Ministry of Labour
of the Republic of Uzbekistan*



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