

**COOPERATION AGREEMENT ON SENDING AND RECEIVING WORKERS TO  
WORK SEASONALLY IN KOREA**

**BETWEEN**

**THE DEPARTMENT OF LABOR – WAR INVALIDS AND SOCIAL AFFAIRS OF HA  
NAM PROVINCE, THE SOCIALIST REPUBLIC OF VIETNAM**

**AND**

**THE GOVERNMENT OF BONGHWA-GUN DISTRICT, GYEONGSANGBUK  
PROVINCE, THE REPUBLIC OF KOREA**

**Ở LAO ĐỘNG TB VÀ XH HÀ NAM**

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Số: .....  
Ngày: 16/3/2023  
Chuyên: .....  
Duyệt: .....

The Department of Labor, War Invalids and Social Affairs of Ha Nam province, the Socialist Republic of Vietnam and the Government of Bonghwa-gun district, Gyeongsangbuk province, the Republic of Korea (hereinafter collectively referred to as the “Parties” and individually referred to as the “Party”),

Pursuant to the current regulations and laws of the two countries,  
Agreed the following contents:

**Article 1. Purpose and scope of cooperation**

**1.1 Purpose and scope**

- Derived from the desire to strengthen exchanges, cooperation, and mutual support for mutual development in the fields of culture, society, economy and investment, etc. between the Government of Bonghwa-gun district, Gyeongsangbuk province, Korea and the People’s Committee of Ha Nam province, Vietnam; as well as realizing the importance of promoting cooperation between the two localities in the field of labor recruitment in order to provide seasonal human resources for the seasonal agricultural sector in Korea.

- The agreement to send workers to work seasonally in agricultural sector in Korea between localities of the two countries is a project of practical significance that supports jobs and increases income for workers, and at the same time, this project facilitates workers to access education and grasp advanced technologies on production and business (*especially in the agricultural sector*) of Korea after completing the labor cooperation period in order to contribute to the implementation socio-economic development in the province.

**1.2 Implementing agency**

- The People’s Committee of Ha Nam province, the Socialist Republic of Vietnam authorizes: Department of Labor – War Invalids and Social Affairs of Ha Nam province to act as the agency in charge of recruiting and sending workers to seasonally work in Korea (hereinafter referred to as the “Labor Sending Party”). Do not charge worker for expenses (or remuneration) other than airline and administrative costs.

- The Government of Bonghwa-gun district, Gyeongsangbuk province, Republic of Korea is the agency in charge of receiving and employing Vietnamese workers in Korea (hereinafter referred



to as the "Labor Receiving Party"). Do not charge worker for expenses (or remuneration) other than airline costs, administrative costs and insurance premiums, etc.

## **Article 2. Subjects and recruitment criteria**

### **2.1 Subjects**

- Those have a long-term resident (*residence duration for at least 5 years*) in Ha Nam province; have full civil act capacity; have no criminal record and are not subject to a ban on exit or suspension of exit from Vietnam as prescribed by law; are healthy enough to work abroad; are working in the agricultural sector.

- Age: From 30 to under 50 years old

- Sex: Both male and female

- Occupation: Farmer

- Subjects on entry: have PCR negative confirmation from hospitals designated by health authorities.

- Do not recruit people who have criminal conviction records, people who have lived illegally, people who get infectious diseases, drug addicts, pregnant women or what call women who have given birth for less than 01 year, and those banned from entering Korea.

### **2.2 Recruitment requirements**

- Quantity: Negotiated in the range of 50 to over 200 people/year (The specific number will be exchanged annually between the two localities and decided by Ministry of Justice, Republic of Korea)

- Business lines and work: Harvest, grow and manage agricultural crops like apples, peppers, watermelons, potatoes, green vegetables, etc.

- Working place: Bonghwa-gun district, Gyeongsangbuk province, Korea.

- Time to conduct the selection: expected from 02 to 04 times/year, from 03 months to 5 months (period from February to October)

- Working time: 90 days/1 time or 150 days/1 time.

## **Article 3. Benefits for workers**

The receiving party ensures that workers are entitled to the following contract conditions:

- *Working duration*: 03 months (90 days); 05 months (150 days)

- *Working time and break*: Working time and break: The prescribed working time is: The normal working time does not exceed 08 hours/day (except for lunch time) and does not exceed 48 hours in a specified week, 6 days/week (standard time is 209 hours/month). The worker and the employer agree on the number of overtime hours per day, but the total number of normal working hours and overtime hours must not exceed 12 hours in a day.

Workers are entitled to a break during working hours of 01 hour for 08 working hours/day, in case of the workers working more than 08 hours/day of which including lunch time, they will be given more rest time for more than 1 hour.



Rest time is not included in working time. In case the distance of commuting to the workplace is more than 10 km, the travel time is not included in the rest time.

The workers will be guaranteed to have more than 4 days off every 30 working days (01 month) (The allowance and work may be paid depending on the agreement between the worker and the employer; the day off can be replaced with rainy days).

- Salary: The basic salary paid to workers is applied not less than the minimum wage according to the Minimum Wage Law of Korea yearly announced.

Salary is paid in Korean won (KRW), 01 working month is counted as 30 days, salary calculation date will be calculated from the date of starting work in the allocated agricultural area, and the salary will be paid monthly.

In case the worker and the employer agree on working overtime and working on holidays, the amount of working overtime will follow regulations of Law of Korea.

- *Conditions of meal, accommodation and living:*

The employer must be responsible for arranging housing to ensure safety for workers during the time they perform the contract with fire sensor equipment, a full heating and cooling system. Housing in nylon or containers, etc. is not allowed.

Workers pay about 20% of meal and accommodation (about 300,000 KRW to 400,000 KRW/month) which is deducted from their salary at the end of each month.

Support stable working activities for seasonal workers by guaranteeing the number of working days above 75% of the total length of stay for each type of visa.

C-4 Visa (Duration of stay: 90 days): Ensure employment for 68 days or more

E-8 Visa (Duration of stay: 150 days): Ensure employment for 113 days or more

- *Safety and labor protection:*

Employer is responsible for providing labor protection equipment free of charge to workers;

Workers are responsible for complying with regulations on occupational safety during working time.

- *Transportation fee:* Air ticket costs shall be paid by workers. However, Bonghwa district covers one-way entry airfare for workers.

The travel from the airport to Bonghwa-gun district upon entry and exit will be responsible by Bonghwa-gun district.

- Workers must pay tuition: Korean language training, orientation education: Pursuant to Decree No. 81/2021/ND-CP dated 27/8/2021 of the Government on tuition fees of education institutions affiliated to national education program and collection, management thereof; policies on tuition fee exemption, reduction, and financing for learning fees; service fees in education and training sectors.

- Workers pay for their own expenses related to exiting to Korea: passport, visa application, health check, criminal record, international travel notarization and translation, uniforms, taking



pictures, making records, one-way air tickets, etc.

- *Insurance*: The employer is obliged to register for accident insurance for workers during their working time in Korea after they entry at the employer's expense.

Accidents occurring in the working process will be handled by accident insurance. In case of accidents occurring outside working hours, workers must be responsible for paying related treatment costs.

Risk insurance for workers during their working time in Korea, which workers participate and pay before leaving the country, is a type of international travel insurance.

- *Medical examination and treatment expenses*: The cost of treatment for workers who have an accident while working will be paid by the insurance agency, if the accident occurs outside working hours, the worker will have to pay for treatment fees. However, in case an accident occurs at the workplace outside of working hours, the cost of treatment will be paid by the employer with 50% and the worker with 50%.

In case the worker violates labor regulations and laws, the employer and the insurance agency will not be responsible for payment, but the worker must be responsible for the cost of medical examination and treatment.

- *Termination of the contract ahead of time*:

In case the labor contract is terminated and the worker has to return home ahead of time but it is not the fault of the worker, the employer is responsible for compensating for the worker as agreed (if any) and pay for worker's transportation costs to return hometown.

In case the labor contract is terminated and the worker has to return home ahead of time due to the fault of the worker, the worker is responsible for compensating the employer for the damage caused (if any) and bear the transportation costs to return hometown.

In case the worker has a labor contract terminated and has to return home ahead of time due to force majeure reasons (natural disasters, war, epidemics, bankruptcy of the employer, etc.), the employer are responsible for ensuring the safety of the worker, and at the same time, the employer and worker are responsible for agreeing on transportation costs to bring the worker back hometown.

When problems arise such as the employer's improper attitude or late payment of wages to the workers, Bonghwa-gun District will issue a remedial order, and if the employer fails to comply, it will take action according to the law of Korea to protect the workers.

In case the worker shows serious illnesses that are not mentioned in the medical examination after entering Korea or flees from the workplace without declaring, or neglects in the working process, upon receiving the report from the employer, the Government of Bonghwa-gun district will be able to force the worker to return hometown after conducting the inspection.

#### **Article 4. Responsibilities of the sending party**

4.1. Organize the preparation of labor resources, select the employees according to the standard requirements of the receiving party; conduct in a transparent and fair manner, do not assign related



work through any individual or organization, and the MOU can be canceled in the event of a serious violation of whether or not there is a the exchange of fees related to the signing of MOU and activities to ensure regimes for seasonal workers. No other separate fees are charged.

4.2. Sign a contract to send workers to work seasonally in Korea in accordance with the signed agreement (Not any other contracts are signed ).

4.3. Organize Korean language training and orientation education for workers before leaving the country. Propagate and educate workers on the observance of regulations and laws of the two countries on Vietnamese workers working in the country under contracts.

4.4 Take responsibility for carrying out exit procedures (such as medical examination, visa application, etc. for workers.

4.5. Cooperate with the labor receiving party and the Vietnamese representative agency in Korea in managing and protecting the legitimate rights and benefits of workers; Resolve issues arising during contract performance.

4.6. Measures to ensure contract performance:

Ha Nam party offers measures for workers to return home after the labor contract is terminated:

+ Propagating and educating employees about the observance of regulations and laws of the two countries on laborers working abroad under contracts and returning home after the contract is terminated;

+ Workers and their family must sign a guarantee commitment.

+ Do not recruit workers whose relatives (father, mother, brother, sister, child, spouse, etc.) are residing or working illegally in Korea.

4.7. Implement regulations on Covid-19 pandemic prevention in completing procedures for workers on exit to Korea.

4.8. In case workers flee, Ha Nam province agrees to comply with the regulations of the Korean Ministry of Justice regarding visa restrictions.

## **5. Responsibilities of the Labor Receiving Party.**

5.1. Provide necessary information to the Labor Sending Party regarding the selection and the necessary requirements to be granted a work visa. Ensure the full implementation of the regime for workers under this Agreement. Conduct direct recruitment of workers according to the regulations of the Ministry of Justice, Republic of Korea; Conduct in a transparent and fair manner, do not assign related work through any individual or organization, and the MOU can be canceled in the event of a serious violation of whether or not there is a the exchange of fees related to the signing of MOU and activities to ensure regimes for seasonal workers. No other separate fees are charged.

5.2. Actively support the Labor Sending Party to ensure that the entry and the employment of Vietnamese seasonally workers who go to work in Korea within the scope of this Agreement are convenient and in accordance with the provisions of the laws of Korea; Ensure the



coordination, provision, and dissemination of relevant laws and regulations of Korea, which the workers are obligated to comply with, so that the workers know before entering Korea; Free training on basic agricultural and cultural contents of Bonghwa-gun district; Free training on working conditions for employers and workers after entry; Free support for Vietnamese interpreters to consult for workers; Ensure workers are contacted with their families and the Vietnamese Representative Office in Korea.

5.3. Organize the signing of labor contracts with workers in accordance with the agreement and regulations of the host country.

5.4. Coordinate with the Labor Sending Party and the Vietnamese Representative Office in Korea in managing and protecting the legitimate rights and benefits of workers; supervise workers' compliance with Korean labor and residence regulations and resolve issues arising during contract performance.

5.5. In case of force majeure (natural disaster, war, epidemic, etc.), the labor receiving party is responsible for ensuring the safety of the workers and coordinating with the labor sending party to assist in bringing the workers back to the country.

5.6. In case of death of an worker, the receiving party or the employer is responsible for notifying the Vietnamese representative office in Korea to coordinate in handling, carrying out procedures, and bear the cost of bringing the body/remains of the worker and his/her personal assets to Vietnam as well as ensure insurance regimes for the worker's relatives.

5.7. In order to prevent illegal fleeing (illegal stay), seasonal workers must ensure that they return to their home country immediately upon termination of their seasonal work. Implement regulations on Covid-19 prevention and control in completing procedures for employees to ensure the return of workers to their home countries after the end of the contract.

5.8. Responsible for labor management during the working process in Korea. When an employee flees illegally, he/she must cooperate with the employer and notify the Vietnamese government to coordinate with the Department of Labor, War Invalids and Social Affairs of Ha Nam province to mobilize the families of runaway workers to ask their children to be present with the Korean authorities.

5.9. Bonghwa-gun District will make every effort to comply with labor conditions and protect human rights for foreign workers working seasonally in Korea.

**Article 6: Settlement of disputes and complaints:** During the implementation of the Agreement, if a dispute or complaint arises, the two Parties shall jointly negotiate and settle.

**Article 7: Duration and termination**

This Agreement is signed in Ha Nam province, Vietnam and Bonghwa-gun district, Gyeongsangbuk province, the Republic of Korea on 24/02/2023. It is made in 02 (two) copies which has equal legal effect, each party keeps one copy. (In the event of signing in 03 different



languages, Vietnamese, Korean, and English, and appear any discrepancy between the three aforementioned versions, the English version will prevail in determining the meaning of this Agreement.)

This Agreement is valid from the date of signing and after that, it will be automatically renewed for each subsequent year if there is no notice of change by both parties but not later than 31/12/2026 (duration specified in Resolution 59/NQ-CP dated 27/4/2022). In case there is a change in content, either party must notify the other in writing at least 30 days before the expiry date of the Agreement. The modification duly executed by both parties in writing shall be part of this Agreement.

In case of termination of the Agreement prior to its expiration, the party requesting termination must notify the other party at least 60 days before the scheduled date of termination. The termination does not affect the work carried out before the time of notification.

Cooperation agreement on sending and receiving seasonal workers in Korea between the Department of Labor, War Invalids and Social Affairs of Ha Nam province, the Socialist Republic of Vietnam and the authority of Bonghwa-gun district, Gyeongsangbuk province, Korea signed on 18/7/2022 expires from the date of entry into force of this Agreement.

Date, 24/ 2/2023



**On behalf of the Government of Bonhwa-gun district, Gyeongsangbuk-do province, Korea  
Chief of Bonghwa-gun district**

Handwritten signature in Korean and a red square seal impression.

**On behalf of Department of Labor – War Invalids and Social Affairs of Ha Nam province, Vietnam**

**Director**



**Nguyen Van Hao**

