

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE ROYAL THAI GOVERNMENT AND THE GOVERNMENT OF LAO PDR
ON EMPLOYMENT COOPERATION**

Both Governments, hereinafter called “the parties” are concerned with the widespread trafficking in human due to common illegal unemployment, and accept the principles in the Bangkok Declaration on illegal migration 1999, agree to:

Objectives and Scope:

Article 1

The parties will take action to realize:

- 1.1) appropriate procedure in employment
- 1.2) effective deportation and return of migrant workers who have completed the duration of their work permit
- 1.3) appropriate labour protection
- 1.4) prevention and intervention in illegal border crossing, illegal employment services and illegal employment of migrant workers

The MOU does not include other measures currently in force in national legal frameworks.

Authorized Agency

Article 2

MOL of Thailand and MOL of Lao PDR are authorized to carry out this MOU.

Article 3

The parties can organize regular high-level meetings at least once a year to discuss matters related to this MOU.

Authority and Procedures

Article 4

Employment of workers must be authorized by competent authorities.

The competent authorities may cancel work permits issued to individual workers as per the agreement above whenever appropriate within the purview of the parties’ respective national laws.

The cancellation will not affect any action already completed prior to the announced date of cancellation.

Article 5

The competent authority of each party can inform its counterpart of labour needs, number of desired workers, duration, qualifications, employment conditions and wages as proposed by concerned employers.

Article 6

The counterpart competent authority will respond by sending a list of potential workers (name, hometown, reference, education, and other experiences).

Article 7

The competent authorities will work with national immigration services to process:

- 7.1) visa/other travel document/arrangement
- 7.2) work permit issuance
- 7.3) insurance or health insurance
- 7.4) contribution to the deportation fund
- 7.5) other taxes as per national regulations

Article 8

Both parties will maintain a list of workers benefited from this MOU. The list will be kept and record the return of the workers until 4 years after the recorded date of return.

Return and Deportation

Article 9

Unless otherwise specified, each worker will receive a two-year work permit. If renewal is necessary, for whatever reasons, the total term of permit shall not exceed 4 years. Thereafter, the person shall be ineligible for work permit. Also, the work permit will expire when the employment of the worker concerned is terminated.

Workers who have completed the terms of their work permit can re-apply for work again after three years have passed between the date of the expiration of the first term and the date of the re-application. Exception shall be made when the worker concern had his or her employment terminated under the conditions not of their faults.

Article 10

The parties will collaborate in sending workers home.

Article 11

Workers will contribute 15% of their salary to deportation fund set up by the host country.

Article 12

Workers who wish to return home can claim their contribution to the fund in full amount with interest. The request must file 3 month before the return date and the money will be paid to the workers within 45 days after the date their employment ends.

Article 13

Home visit during the period of work permit does not end the employment.

Article 14

The host country will determine the procedure and required documents as per the steps/application mentioned in Article 12.

Article 15

A worker will forfeit his or her right to receive his or her contribution to the deportation fund unless s/he reports him/herself to the designated authority in his/her home country upon his/her return.

Article 16

The competent authority of the host country can use the deportation fund to cover the cost of deportation of workers.

Protection

Article 17

The parties will apply national laws to protect the rights of workers (to whom this MOU applies).

Article 18

Workers will receive wage and benefits at the same rate applied to national workers based on the principles of non-discrimination and equality on the basis of gender, ethnic identity, and religious identity.

Article 19

Labour disputes will be governed by the host country's national laws and by its relevant authorities.

Measures on Illegal Employment

Article 20

The parties will take necessary measures to prevent and intervene in illegal cross-border labour practices and employment.

Article 21

The parties will share information with regards to human trafficking, undocumented entry, unlawful employment, and unlawful labour practices.

Amendment on the MOU

Article 22

Amendment of this MOU requires consultation through diplomatic channels.

Dispute Intervention

Article 23

Any conflict arising from this MOU shall be settled through consultation between the parties.

Enforcement and Cancellation

Article 24

The agreements in this MOU are in force upon the date of signing by the representatives of the parties. Cancellation requires written notification and will be in effect 3 months after the date of notification.

This MOU is signed at Vientiane, Lao PDR, on 18 October 2002, in the Lao and Thai version. Both versions have similar values.

For the Government of Thailand

Original Signed

**Suwat Liptapanlop
Minister of Labour
Royal Government of Thailand**

For the Government of Lao PDR

Original Signed

**Sompan Pangkamme
Minister of Labour and Social Welfare
Lao PDR**