



Memorandum of Co-operation (MoC)

This MoC is made and entered on the date ----- between [NAME OF THE BRUNEI EMPLOYMENT AGENCY] (hereinafter referred to as the **first party**), whose office address is at [enclosed address of the Brunei Employment Agency]

AND

Bangladesh Overseas Employment and Services Ltd (BOESL) whose office address is at Probashi Kallyan Bhavan (4th Floor), 71-72, Eskaton Garden, Ramna, Dhaka-1000. Phone: +88 02 48312796 (hereinafter referred to as the **second party**)

(Hereinafter collectively referred to as the “Parties” and individually referred to as the “Party”)

NOW IT IS HEREBY AGREED as follows:

1. The first party hereby agrees to have a MoC with second party for the purposes of recruiting manpower from Bangladesh for employment in Brunei Darussalam as per the specification given by the first party.
2. In acceptance the first party will provide with DEMAND LETTER for prompt execution of such order to schedule.
3. The second party upon receipt of the confirmed DEMAND LETTER shall initiate recruitment and send the necessary documents with a copy of employment contract in respect of selected candidates to the first party to conformity with the given specifications and arrange interviews with either employer or the nominated representative of the employer.
4. The person or persons recruited shall be for the post or posts as per the DEMAND LETTER. Salaries and allowances will be provided in accordance with the terms stipulated in the employment contract.
5. The second party shall supply trained, skilled and/or experienced employees in their profession according to specifications of the employer in construction, oil and gas, garments, care giving, nursing, tourism & hospitality, pastry & bakery, agriculture, technologist, beauticians and other sectors as per the requirement of the employers mentioned in the DEMAND LETTER.

6. The first party shall ensure the employment contract between the employer and employee. The tenure of the employment contract should be of 2 years. It can be renewable upon the agreement between the parties' concern or as per the DEMAND LETTER.
7. The second party shall arrange to send the selected employees as required by the first party within 15 working days of the receipt of the visas from the first party.
8. The first party shall ensure the employer provide an open round-trip AIR TICKET (for a flight from and back to the same location of origin) for the selected employee.
9. The first party shall ensure that the employer is responsible for the repatriation of the employee. Only In the event of employee absconding and/or convicted in criminal offense, employee will bear the repatriation cost.
10. The first party shall ensure that the employer shall provide a healthy and safe working environment for the employee in accordance with the applicable laws and regulations of Brunei Darussalam and ensure that the employer shall take all reasonable measures to prevent and eliminate any hazards that may cause injury, illness or death to the Employee.
11. In the event that the employee suffers an accident or death during the term of employment, the first party shall undertake to notify the second party of the said accident or death suffered by the employee. The first party shall ensure that the employer repatriate the remains or disabled employee to Bangladesh at the cost of the employer.
12. The first party shall ensure the employer provides medical insurance and workmen compensation for the employee or employees for work connected illness/injuries or death in accordance with the pertinent laws of the Brunei Darussalam.
13. The first party shall ensure the employer provide free food (or food allowance) free accommodation, medicine and all other amenities to the employee according to employer/employee contract entered into the time of employment.
14. The first party shall ensure that any complaints made by the employee or employees and their relations regarding the employers and working conditions which are unsettled to be forwarded and reported to the Department of Labour, Brunei Darussalam and Bangladesh High Commission in Brunei Darussalam.
15. This MoC having being entered into between the aforesaid parties and have been executed on terms and conditions in this article and shall be valid for all purposes relating to recruitment of manpower from Bangladesh.

16. a) The second party will not charge any money from the employee except officially declared Migration Cost (BOESL Service Charge, Government Tax and Vat, Wage Earners Welfare Fee, Pre-Exit Processing & Training Fee, Insurance Fee, Finger Print and Data Entry Fee, Smart Card Fee, Medical Examination Fee in Bangladesh, Immigration Clearance Fee). In case of “Zero Migration Cost” employer will bear all the migration cost on behalf of the employee.
- b) The first party will not charge any money or deduct money from the salary of the employee.
17. The first party will ensure Recruitment Fee (Lesen Pekerja Asing (LPA)/ Foreign Employee’s License: charge by the recruiting agency in Brunei, Employment Visa Fee, Employment Pass Fee, Visa Attestation Fee, Medical Examination Fee in Brunei, Medical Insurance, Workmen Compensation Insurance, Local transportation and airfare ticket) to be borne by the employer.

ENTRY INTO FORCE, DURATION AND TERMINATION

18. This MoC will enter into force on the date of signature by both Parties.
19. This MoC will continue to have effect for a period of two (2) years and will be automatically renewed for further periods of two (2) years, unless either of the Parties notifies the other in writing of its intention not to renew at least six (6) months prior to the intended date of expiry of this MoC.
20. Either party may terminate this MoC at any time by giving written notification to the other party six (6) months in advance of the intended date of termination.

REPRESENTATION AND WARRANTIES

21. The Parties agree and disclose that they are fully authorized to enter this MoC. The performances and obligations of both Parties may not violate the rights of any third party or violate any other MoC made between them and/or any other organization, person, business or law/governmental regulation.

LIMITATION OF LIABILITY

22. Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of, or relating to, this MoC or the

transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

INDEMNITY

23. The Parties agree not to indemnify and hold one another harmless. This also applies to their affiliates, agents, officers, employees, and/or successors. The Parties in this MoC hereby in addition agree to assign against all (if any) claims, liabilities, damages, losses, penalties, punitive damages, expenses, any arising reasonable legal fees and/or costs of any kind or any amount that may arise. This includes, but is not limited to, any amount which may result from the negligence of or the breach of this MoC by the party that is indemnified, its successors and assigns that occurs in terms of this MoC.

RELATIONSHIP OF THE PARTIES

24. Hereby, the Parties agree that this is a non-exclusive MoC and that the Parties are not to be regarded as employer-employee.

SEVERABILITY

25. In the event that any term or provision or part of a term or provision of this MoC shall be held or determined by a competent tribunal or authority to be invalid, unlawful or otherwise unenforceable to any extent, such term or provision or part of a term or provision shall be deemed severed from the remaining terms and provisions of this MoC and the remaining terms and provisions of this MoC shall continue to be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT

26. The Parties are not entitled to assign the responsibilities that they have under this MoC to anyone else unless both Parties agree to the assignment and provide such MoC in writing.

GOVERNING LAW

27. This MoC shall be governed by and construed in accordance with the laws of Brunei Darussalam and the People's Republic of Bangladesh.

ENTIRE MOC

28. This MoC contains the entire MoC and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior MoCs, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS AND VARIATIONS

29. No amendment or variation to this MoC shall be valid unless effected in writing and signed by both Parties and/or their duly authorized representatives.

ALTERNATIVE DISPUTE RESOLUTION

30. Any dispute or difference whatsoever arising out of or in connection with this MoC shall be submitted to negotiation in accordance with and subject to the laws of Brunei Darussalam in presence of Bangladesh High Commission in Brunei.

SIGNATURE AND DATE

31. The Parties hereby agree to the terms and conditions set forth in this MoC and such is demonstrated by their signatures below:

First Party

Signature & Stamp

Second Party

BOESL

Signature & Stamp