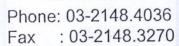
EMBASSY

OF THE SOCIALIST REPUBLIC OF VIETNAM IN MALAYSIA



Address: No. 4 Persiaran Stonor 50450, Kuala Lumpur, Malaysia



LIST OF THE REQUIRED DOCUMENTS AND SAMPLE DOCUMENTS FOR ATTESTATION

BY THE EMBASSY OF THE S.R. OF VIETNAM
REGARDING THE RECRUITMENT OF VIETNAMESE WOKERS
TO BE EMPLOYED IN MALAYSIA
(subject to changes without prior notice)

LIST OF THE REQUIRED DOCUMENTS FOR ATTESTATION BY THE EMBASSY OF VIETNAM REGARDING THE RECRUITMENT OF VIETNAMESE WORKERS

1. Letter addressed to the Embassy of S.R. Vietnam (printed on the Company Letterhead)

To: Embassy of the S.R. of Vietnam

No.4 Persiaran Stoner

50450 Malaysia

Attn: H.E. The Ambassador

2. Approval Letter from Kementerian Dalam Negeri (to be endorsed by the Consular Division, Ministry of Foreign Affairs, Malaysia).

3. English translation of the KDN Approval Letter (by Dewan Bahasa dan Pustaka/Court Interpreter) endorsed by the Consular Division, Ministry of Foreign Affairs, Malaysia.

4. Agency Agreement (printed on the Company Letterhead).

5. Power of Attorney (printed on the Company Letterhead).

6. Letter of Demand (every page printed on the Company Letterhead).

7. Employment Contract (every page printed on the Company Letterhead).

8. Affidavit/Sworn Statement (printed on the Company Letterhead).

9. Letter (printed on the Company Letterhead) addressed to

H.E. the Ambassador
Malaysian Embassy
16th Floor, Fortuna Tower
6B, Lang Ha Street
Hanoi, Vietnam.
(Or Consul General of Malaysia
Ho Chi Minh City
Vietnam)

10. Company Brochure and Profile

- 11. NRIC Photocopy of Director (to be certified by the Commissioner for Oaths) and Form 24, Form 49, M&A (to be certified by the Company Secretary).
- 12. Foreign Worker Pay Slip (Previous three months).

13. Photographs of working area hostel room, canteen.

Note:

1. One set of original documents for Vietnamese Labour Supplying Company

2. One set of photocopied documents for the Vietnamese Embassy's file.

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into force on this day.....month of..... 2002 by and between...(Company's name, address, Registration Number, hereinafter called the Employer) on the one part and;

Mr/Ms..., the lawful citizen of the S.R. of Vietnam, Passport No:....(hereinafter called the Employee) on the other;

In the presence of ... (the name of Vietnamese Labour Supplying

Company) as the witness;

Both the Employer and the Employee hereby voluntarily agree to bind themselves to the following terms and conditions of the Contract:

Basic terms and conditions of the Contract

- 1. Employee's duties: The Employer shall brief and explain to the Employee with regard to the terms and conditions of employment, which include type of work, salary/wage, facilities provided and the standard regulation of the Company before commencement of employment.
 - 2. Employee's job title or position: General/skilled worker Age: from 21 to..... years old. Male/female
 - Salary:
 Basic monthly salary:RM/day x 26 days = RM...
 - 3.2. Allowances:

 - Food:RM.....
 - Shift: RM......
- 3.5. Payment of salary shall be made at the end of each calendar month and not later than 7th of the following month.
- 3.6. The Employer shall commit to provide a minimum overtime working hours opportunity of hours per month or.... hours a day. However, the Employer may exercise the right to otherwise subjected that the gross pay must not be less than RM..... per month.

4. Working hours:

4.1. The employee shall perform 8 hours work day (48 hours per we

4.2. Any additional work done beyond the normal working hours (overtime) shall be rewarded in accordance with the rate provided in the local Employment Act (i.e. 150% of salary for working days overtime, 200% for Sunday and 300% for public holidays).

4.3. Any overtime shall be performed as duly authorized by the Factory

Manager or any other authorized personnel of the Company.

5. Duration of employment:

3.1. The employment contract shall be for a period of three (3) years from the date of arrival of worker.

3.2. This Contract may be extended for two (2) years by mutual

agreement subject to the approval of relevant authorities.

3.3. The employee shall serve a probation period of three (3) months from the date of arrival.

6. Adequate work: Subject to the provision of the Employment Act, the Company shall be bound to provide the employee with sufficient work suitable to his capacity for the full duration of this Contract.

7. Accommodation:

7.1. The Employer shall provide the Employee with free accommodation complete with water and electricity supply, a kitchen with basic cooking utensils, such as gas stove, gas, rice cooker and others things.

7.2. The Employee shall be housed in a suitable accommodation shared

with a reasonable number of employees.

7.3. The Employee is strictly not allowed to bring in friends or relatives to stay in the accommodation provided.

8. Food:

- 9. Medical benefit: Medical treatment will be provided free by the Employer, except for self-inflicted injuries and sexually transmitted diseases.
- 10. Yearly medical check: Yearly medical examination will be arranged as required by the Immigration Department of Malaysia and cost incurred will be borne by the Employer.

11. Annual leave, sick leave and public holidays:

11.1. The will be at least 8 days of annual leave for the 1st and 2nd years; 10 days for 3rd and 4th years; 12 days for 5th years onward. The Employee shall be entitled for paid annual leave in accordance with the Employment Act 1955. Any, employee who wishes to take leave must obtain prior written approval by the Employer three (3) days in advance and ensure to report for duty on time.

11.2. There will be aggregate 14 days of sick leave and intedical expenses will be limited to RM200.00 a year per employee. The Employees shall be entitled for paid sick leave if certified medically unfit to work by the Employer's doctor.

11.3. The Employee shall be entitled for to Public Holidays (12 days).

12. Insurance coverage and Security bond:

12.1. The Employer shall provide insurance coverage (free for the Employee) such as Workmen Compensation Scheme or Personal Accident Policy against accident during the course of employment. In case of a claim the Employer shall be responsible to help the concerned Employee to submit for the compensation, this coverage involves both temporary and permanent disability caused by injury and death.

12.2. The Security bond shall be borne by the Employer.

13. Government Levy and Immigration fee:

13.1. The Employer shall advance to the Employee a sum of RM as payment of levy which shall be subsequently deducted from the Employee's salary through 12 month installments. The Employer has the sole discretion to give the employee any subsidy of the levy.

13.2. The Immigration fee such as PLKS, Processing, Calling visa will

be borne by the Employer.

- 14. **Transportation**: Whenever necessary the Employer shall provide free suitable transportation to and between work place and hostel.
- 15. Increment and bonus: Any increment and/or bonus given shall be at the sole discretion of the Employer. The Employer shall review the salary and have the sole discretion to decide for any increment after six (6) months of the employment period.
- 16. Deceased employee: In the case any employee dies in the course of his employment, the Employer shall be responsible to arrange for the body of the deceased to be repatriated to his next of kin in Vietnam and necessary repatriation cost shall be borne by the Employer.

17. Traveling expenses:

17.1. Air ticket for worker from Vietnam to Kuala Lumpur International Airport (KLIA) shall be borne by the Employee, and upon completion of the Employment contract the traveling expenses, including air ticket, from work place to Vietnam (Hanoi/Ho Chi Minh) shall be bore by the Employer.

17.2. In case of early termination of employment due to reasons as stated in the articles 19 bellow, the Employee will fully pay for his return air ticket

from Malaysia to Vietnam.

18.1. The Employee is not allowed to engage in any employment other individual, organization or institution during the period of this Contract 18.2. The Employee shall not be accompanied by his family or friends 18.3. The Employee shall not conduct any misconduct and breach of any rules and regulation regarding discipline and work. 18.4. The Employee shall not commit crime during his stay in Malaysia. 18.5. The Employee shall not strike or being involved in any strike or industrial action as well as any political activities and activities of those related with Trade Union in Malaysia, or instigate others to commit such acts. 18.6. The Employee shall not collect any money from any fellow worker by force or coercion for whatever reason. 18.7. The Employee shall not engage in any romance relationship and/or marry and/or intent to marry any Malaysian in the period of this Contract. 18.8. The Employee shall strictly follow the Company's rules and regulations necessarily imposed by the management. 19. Termination of employment: The Employer reserves the right to immediately terminate this Contract with Employee on occurrence of the following events: 19.1. If the Employee breaches any of the restrictions of Clause 16 mentioned above or is convicted of any offence under any law of Malaysia. 19.2. If the Employee's Employment Pass is withdrawn by the

Malaysian Authorities for any reason whatsoever.

19.3. If the Employee is absent from work for more than two (2) consecutive working days without reasonable excuse.

19.4. If the Employee to be discovered under eighteen (18) years old.

19.5. If doctor certified the Employee medically unfit for employment.

20. Dispute settlement and application law:

Any and all disputes between the parties hereto arising from or relating to this Contract shall be settled amicably through mutual consultation and in accordance with local Employment Act and/or Industrial Act.

21. Due performance:

The failure of the Employer to require the performance of any item of this Contract or the waiver of the Employer of any breach of any term of this Contract by the Employee shall not prevent subsequent enforcement of such term, nor be construed as a waiver of any rights the Employer may have under any term of this Contract.

22. Other terms and conditions:

22.1. The Employer will pay the basic salary of due months, if workers are repatriated before completing the contractual period.

22.2, If any worker resigns willingly on his own free will from the service, then the resignation letter must be attested by the Embassy of Vietnam in Malaysia, and the air ticket for repatriation will be borne by the worker.

22.3. If the Employer terminates any worker from his service he must have the termination letter attested by the Embassy of Vietnam in Malaysia.

22.4. If the Employer terminates the service of any worker before completing the contractual period but not due to the fault of worker, then he must compensate duly to the worker and the air ticket for his repatriation to Vietnam will be borne by the Employer.

23. Certification:

23.1. The Employer and the Employee shall read and fully understand this Employment Contract and certify that the terms and conditions together

with the application constitute their entire agreement.

23.2. The Employer and the Employee understand that the terms and conditions favorable to the Employer and Employee, which are not mentioned in this Contract and are provided by the laws of the country of employment shall apply and be a part of the Contract.

IN WITNESS WHEREOF the parties hereto have voluntarily signed and caused this Contract to be executed on the date first above written.

Signed by the Employer
Full name
Designation
NRIC
Company's Seal

Signed by the Employee Full name Passport No.

Singed by the Witness (Vietnamese Labour Supplying Company)
Full name
Designation
Company's Seal

Certified and attested in the country of employment by the Embassy of the S.R. of Vietnam in Malaysia Full name Designation and Seal Date



Date:

Embassy of the SR of Vietnam No.4 Persiran Stonor 50450 Kuala Lumpur Malaysia

ATTENTION: H.E. the Ambassador

Embassy of the SR of Vietnam in Malaysia

Your Excenency,	
as our true and lawful att	ese Labour Supplying Company's name) torney/agent in Vietnam by virtue of Power of essing and recruiting of our Demand Letter dateddated
We hereby authorize Mr/Ms(Human Resource Manager/Labour Consultan your present.	(I/C No) as our Company's cy Agent, etc.) to do the attestation with and in
We request you to kindly endorse attestation	on on the documents submitted.
Yours sincerely,	
GM/ MD/ Authorized signatory Name:	Company's Seal
Attested in the country of Employment by:	

(Optional, as per agreement between parties cond

IRREVOCABLE INSTRUCTION OF REMITTANCE OF 10% OF MONTHLY BASIC SALARY AS THE VIETNAMESE GOVERNMENT TAX

I, ...(full name of worker).....Passport No......, being the lawful citizen of the S.R. of Vietnam, hereby willingly and irrevocably instruct my Malaysian Employer.....(full name, Company, address), being my lawfull employer in Malaysia, to remit every month 10% (ten percent) of my monthly basic salary as Tax to the Government of the S.R. of Vietnam to the dedicated bank account of (number of bank account, name of the Bank, name of the Company to which deposit is to be made) in Vietnam. I fully understand that these remittances are for the purpose of abiding by the law and regulation of the S.R. of Vietnam.

I will not change this instruction without prior consent from the Employer and the written consent from the Embassy of the S.R. of Vietnam in Malaysia and agree that this instruction shall be in force as long as the Employment Contract between myself and the Employer is valid and it will be automatically executed.

This instruction shall be terminated prior to the termination of the Employment Contract.

Irrevocably instructed by

Certified and agreed to perform by

Worker's Signature Full name of the worker Date: Employer's Signature Full name of the Employer Date Company's seal

......

Attestation in the country of employment by

anyer -SAMPLE AGRT-3.8 payment Not later than on The day of Allowing with 6. adequate will 7.2 suitable accomod. Shared ev. versonable number of of medical benefit be file 11. Annual leave: 8 days - 1st & 2nd yrs. 11.3 entitled & public holidays (12) 12 Omployer shall be responsible to help Employee submit claim J. compens. 18.8 shall follow Comp?s rules & regular words "imposed (On Metall) 22.4 compens. les wolver à air treliet

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- H.E. the Ambassador Embassy of Malaysia 16th Floor, Fortuna Tower 6B, Lang Ha Street Hanoi, Vietnam.
- The Hon'ble Consul General Consulate General of Malaysia Ho Chi Minh City Vietnam

Your Excellency,

We have appointed(Vietnamese Labour Supplying our true and lawful attorney/agent in Vietnam by virtue favour for processing and recruiting of our Demand I. No KDN	Letter dated under Approval
We request you to kindly grant visas for the Vietnames	e workers to enter Malaysia.
Yours sincerely,	
GM/ MD/ Authorized signatory Name	Company's Seal

Attested in the country of Employment by

Embassy of the SR of Vietnam in Malaysia



Date:

Embassy of the SR of Vietnam No.4 Persiran Stonor 50450 Kuala Lumpur Malaysia

ATTENTION: H.E. the Ambassador

Embassy of the SR of Vietnam in Malaysia

Your Excellency,	
We have appointed(Vietnamese L	/agent in Vietnam by virtue of Power o and recruiting of our Demand Letter dated
We hereby authorize Mr/Ms(I/C(Human Resource Manager/Labour Consultancy Agreyour present.	No) as our Company' gent, etc.) to do the attestation with and is
We request you to kindly endorse attestation on the	the documents submitted.
Yours sincerely,	
GM/ MD/ Authorized signatory Name:	Company's Seal
Attested in the country of Employment by:	



Date:

Embassy of the SR of Vietnam No.4 Persiran Stonor 50450 Kuala Lumpur Malaysia

ATTENTION: H.E. the Ambassador

Embassy of the SR of Vietnam in Malaysia

Your Excellency,

four Executive,	
We have appointed(Vietnamese Labor as our true and lawful attorney/ager	nt in Vietnam by virtue of Power of
Attorney, executed by us in their favour for processing and under Approval NoKDNdated	
We hereby authorize Mr/Ms(I/C No(Human Resource Manager/Labour Consultancy Agent, your present.	etc.) to do the attestation with and in
We request you to kindly endorse attestation on the de	ocuments submited.
Yours sincerely,	
GM/ MD/ Authorized signatory Name:	Company's Seal
Attested in the country of Employment by:	



AFFIDAVIT / SWORN STATEMENT

I, the Employer, do hereby declare the following with respect to the recruitment of workers from Vietnam for my organization:

- 1. I would pay levy of the workers to the Immigration Department in advance and deduct the same from the salaries of the workers by twelve equal monthly installments.
- I will not engage any agent to renew the passports / work permits of the Employees. I myself or an authorized officer of my organization will undertake all necessary steps for this purpose.
- 3. We will receive all the Vietnam workers recruited for our organization on their arrival at the Kuala Lumpur International Airport (KLIA).
- 4. I will pay salaries of the workers for the rest of the contractual period if their jobs are terminated prior to the end of the contractual period for any reason other than on health and disciplinary grounds.
- 5. I guarantee that I will not apply and cancel the work permit of any worker if he lodges any complaint with the relevant Malaysian authorites pertaining to his rights and privileges until the authorities concerned settle the matter.
- 6. I will not make any deduction from wages of the workers contravening the Employment Act of Malaysia, except the case that the workers request to deduct every month 10% of their monthly basic salary to transfer as a tax to the Government of Vietnam through the bank account of the Vietnamese Labour Supplying Company.
- 7. I will ensure security of the workers in their workplace and the hostel, and I will accede to the request of the Embassy officials to visit the work place and workers hostel with prior information to the Company and in consultation with the Ministry of Human Resources to look into the welfare of the Vietnamese workers.
- 8. If any Employee is terminated on the health grounds, he will be repatriated at the expense of the Employer and if the Employee is terminated on disciplinary grounds, he will be repatriated at his own cost.
- 9. I will ensure repatriation of sick/disabled workers whatsoever may be the cause of the sickness/disability at the expense of our organization.
- 10. If any worker dies in harness, I will arrange repatriation and will pay compensation as laid down in the Foreign Workers Compensation Scheme.
- 11. I hereby agree and understand the terms and conditions in the Attestation Documents and I will not under any circumstances whatsoever alter or amend the terms and conditions in the Attestation Documents in any way whatsoever and if I do so I agree to accept all liabilities whatsoever arising from my action to vary the terms and conditions stipulated therein.

I hereby agree that in the event of failure to comply with the above, the aggrieved worker may seek redress from the relevant authorities in Malaysia.

Signature of Er	nployer _		
Name			
Designation			
NIRC No.	1		
Company's Sea	ıl		



Date:

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT that, we(Comp.	any's name, Address,
Registration No), do hereby appoint(Vietnamese Labour	Supplying Company's
name, Address) of Vietnam, holding License No	granted by the
Ministry of Labour, Invalids and Social Affairs of Vietnam, as our true and	awful attorney to do or
execute on behalf of our Company on all matters related to the recruitment a	id supply of workers to
be employed in Malaysia as mentioned hereinafter:	

- 1. To recruit and supply of ...(number of male/female workers) based on the Approval No., dated...... granted by the Ministry of Home Affairs of Malaysia as well as the terms and conditions mentioned in the Employment Contract;
- 2. To sign all necessary documents pertaining to recruitment and supply of personnel referred to paragraph (1) above before the Vietnamese authorities concerned inconformity with the laws and regulations of the S.R. of Vietnam;
- 3. To submit all the selected employees' passports and relevant documents for visa endorsement with the Embassy/Consulate General of Malaysia in Vietnam; and
- 4. To make all necessary and lawful arrangements for the workers' passage to the job sites in Malaysia.

The power of Attorney shall remain valid until the workers arrive at our factory in Malaysia and this Power of Attorney is non-transferable and irrevocable.

IN WITNESS WHEREOF, we have executed this document on... (date/month/year)......

Employer's Signature:

Name:

Designation:

Company's Seal:

Attested in the country of employment by:

11. Transportation from hostel to work place: Provided free by Employer.

12. Government Levy: RM, advanced by the Employer and subsequently deducted from the Employee's monthly salary through 12 month installments.

13. Immigration fee (PLKS, Processing, Calling visa): will be borne by the

Employer.

14. Annual leave: days
Sick Leave : days
Public Holidays: days

15. Air tickets for workers to come to Malaysia and back home:

- From Vietnam to Kuala Lumpur International Airport:

- Travel expenses from work place to Vietnam after the completion of Employment Contract.

16. Yearly Medical: The cost shall be borne by the Employer.

17. Insurance and Security bond: to be borne by the Employer

Confirmation of workers will be left to the sole discretion of the Employer. All other terms and conditions shall be in accordance to the Employment Contract. Kindly arrange to recruit the above-mentioned workers at the earliest.

Thank you,

Yours truly,

GM/ MD/ Authorized Signatory Name: Company's Seal

Attested in the country of employment by

Embassy of the S.R. of Vietnam in Malaysia

Company Letterhead (every page be printed on Company Letterhead)



Date:

To: Name & Address of the

Vietnamese Labour Supplying Company

Recruitment License No:

Dept. of Industry License. No.

Dear Sir,

Re:

DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM VIETNAM

Based on the Approval No....... dated...... granted by the Ministry of Home Affairs of Malaysia, we hereby appoint your company to recruit Vietnamese workers for employment with our company and liase with relevant authorities concerning recruitment. The Recruitment is subject to the approval of valid calling visas and work permits by the Malaysian authorities concerned.

Our recruitment terms and conditions are as follows:

1.	Number of workers:	(Male/female?)

- 2. Job category: (General workers/Skilled workers...)
- 3. Age: 21 to years old
- 4. Contract period: 3 years or 36 months
- 5. Monthly basic salary: RM.....

Allowances:

- Attendance: RM.....
 Food: RM.....
 Transport: RM.....
 Shift: RM.....
 Overtime (compulsory ... hours/per day): RM.....
 Others: RM.....
- Total (minimum monthly income): RM.....
- 6. Working days: Monday to Saturday
- 7. Working hours: 8 hours per day 48 hours per week
- 8. Overtime payment: 150% of basic salary for daily overtime
 - 200% ----- for Sunday
 - 300%----- for Public holidays
- 9. Workmen Compensation: According to Malaysian Labour Law
- 10. Accommodation: Provided free by Employer, including kitchen with cooking utensils.



AGENCY AGREEMENT

- 1. This Agreement will be valid for three (3) years from the date of signing between the two Parties.
- 2. The Second Party will send the medical certificate, photos (4 copies) and Passport photocopies to the First Party within maximum ofdays from the date of agreement. The First Party will send the Original Calling Visas to the Second Party within maximum of days from the date of getting medical certificate, photos (4 copies) and Passport photocopies. The Second Party will send the workers within days from the date of getting Original Calling Visas.
- 3. The Second Party will send the workers to the First Party as per conditions of Demand Letter dated......(License No......) only.
- 4. The Levy will be paid by the First Party in advance to Immigration Department, which will be deducted from workers' monthly salary.
- 5. All expenses relating to procedures and recruitment of workers incurred in Vietnam will be borne by the Second Party. The First Party will pay for PLKS, Processing and Calling Visa Fees to Immigration Department of Malaysia and will not deduct from the workers' salary.
- 6. The First Party will take responsibility to deduct every month 10% of monthly basic salary of the worker and send it to bank account of the Second Party for remitting to Vietnam as the Government Tax.
- 7. The Second Party will send the workers to the first Party in accordance with the above mentioned. The First Party will meet the workers at the KLIA upon their arrival and bring them to the hostel.
- 8. The First Party must provide the Second Party with necessary attested documents as required by the Embassy of Vietnam in Malaysia, including Demand Letter, Approval by KDN (photocopy of the original and translation must be attested by the Consular Section, Ministry of Foreign Affairs of Malaysia), Employment Contract, Power of Attorney.
- 9. The First Party must and will bear full responsibility for the workers while they are working with or under him.
- 10. All other terms and conditions between the two Parties are as per Malaysian Labour Law.

The First Party Signature: Name & Designation: Company's Seal The Second Party Signature: Name & Designation: Date: