



**Bundesagentur  
für Arbeit**



**BP2MI**  
Badan Pelindungan  
Pekerja Migran  
Indonesia

**Agreement  
between  
the Indonesian Migrant Workers Protection Board of the Republic  
of Indonesia  
and  
the Federal Employment Agency of Germany (Bundesagentur für  
Arbeit)  
on  
the Placement and Protection of Indonesian Health Professionals in  
the Federal Republic of Germany.**

The Indonesian Migrant Workers Protection Board of the Republic of Indonesia (IMWPB),  
located in Jalan Jenderal MT. Haryono Kav. 52, Jakarta 12770, Indonesia,

and

the Federal Employment Agency of Germany (Bundesagentur für Arbeit - BA), located in  
Nuremberg, Regensburger Straße 104, 90478, Germany,

- both hereinafter referred to as "the Parties",

desiring to promote the protection of Indonesian Migrant Workers in the Federal Republic of  
Germany by conducting safe, orderly and regular mechanisms for the recruitment and  
placement of Indonesian Health Professionals;

have agreed the following:

**Article 1  
Purpose**

1. The purpose of this Agreement is to provide a framework of cooperation for the placement  
and protection of Indonesian Health Professionals in the Federal Republic of Germany  
under a cooperation between the responsible public authorities in Indonesia (IMWPB) and  
Germany (BA). The cooperation framework may include the participation in a skill



development programme to gain full recognition of the Indonesian degree in Germany as a registered general nurse (German reference occupation Pflegefachfrau/-mann).

2. The Parties agree that the provisions of this Agreement and its Annexes do not apply to the recruitment of Indonesian Health Professionals by employers who recruit directly or via private service providers and private recruitment agencies.

## **Article 2 Definition**

For the purpose of this Agreement:

- a. **Applicant** is an Indonesian national who is a qualified nurse with a proven Indonesian Registration Certificate, and intends to work in the Federal Republic of Germany under this Agreement;
- b. **Candidate** is an applicant who has passed the selection process;
- c. **Worker** is a candidate who has satisfied the requirements to work in the Federal Republic of Germany and has signed the Employment Contract;
- d. **Employer** is either a German hospital or a care facility for the elderly;
- e. **Indonesian Migrant Workers Protection Board** (hereinafter referred to as "IMWPB") is a government agency of the Republic of Indonesia authorized to conduct recruitment and placement of the Indonesian Health Professional to the Federal Republic of Germany;
- f. **The Bundesagentur für Arbeit** (Federal Employment Agency of Germany – hereinafter referred to as "BA") is the authority responsible for providing unemployment insurance, job placement and labour market administration in Germany and is subject to the legal supervision of the Federal Ministry of Labour and Social Affairs (BMAS). In the international context the BA and its International and Specialized Placement Service Section (ZAV) offers information, consulting and job placement services for qualified international jobseekers. The BA is authorised by German Law to conclude bilateral administrative agreements to promote labour market orientated, fair migration with partner authorities of other states;
- g. **The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH** is Germany's leading service provider in the field of international cooperation. GIZ is wholly owned by the Federal Government of Germany. The GIZ cooperates with the BA in the Triple Win Programme for the recruitment of Health Professionals from abroad. In the partner country, GIZ shapes the framework conditions for the labour migration of skilled workers and supports activities in the context of labour migration that are conducive to development;
- h. **Employment Contract** is a contract between the Indonesian worker and employer;
- i. **Professional Licence** is a license that must be obtained to work in regulated professions in Germany;



- j. **Reference occupation** is a description of a German professional title that will be used as reference to assess the equivalence of international qualification against German qualification during the recognition procedure;
- k. **Reference qualification** is a German diploma which is used to determine the equivalence of a corresponding international professional diploma;
- l. **Residence permit** is a permit that entitles people from abroad to enter and reside in Germany. It may also be granted in the form of a visa.

### **Article 3 General Principles**

- 1. This Agreement is based on the idea of fair migration. This means that it gives appropriate consideration to the interest of the labour markets in Germany and Indonesia as well as of the migrants themselves. The Parties agree that the implementation of this Agreement shall comply with international principles for the ethical recruitment of skilled workers.
- 2. The cooperation under this Agreement shall be conducted in accordance with the laws and regulations of both countries and based on the principles of mutual respect and benefit, fairness and transparency, non-discrimination and good governance. The Parties therefore affirm that they will not accept any advantages from third parties for performing the tasks set out in this Agreement.
- 3. The Parties shall cooperate in the interests of optimal implementation of this Agreement and share their experiences with the aim of improving and simplifying the procedures.
- 4. Any differences between the Parties concerning the interpretation and implementation of this Agreement shall be settled amicably through consultation between the Parties.
- 5. The Annexes of this Agreement shall form as an integral part of the Agreement itself. Amendments to the Annexes can only be made by mutual understanding in writing between the Parties.

### **Article 4 Selection and Placement of Applicants**

- 1. The selection and placement of the applicants for activities carried out under the framework of this Agreement will be conducted through the agreed process as stipulated in Annex 1, which also defines the obligations of the Parties within the process.
- 2. The criteria for the selection of the applicants also listed in Annex 1 shall apply. These criteria have been defined in consideration of the applicable provisions of residence law in the Federal Republic of Germany. Annex 1 shall apply subject to any national legal changes.



3. During the selection and placement process, applicants shall not be subjected to preferential or discriminatory treatment in accordance with the laws and regulations of the respective countries of the signing Parties.

#### **Article 5**

##### **Process for the Assessment of Equivalence of the Foreign Professional Qualification and for the Issuing of a Professional Licence**

1. After arriving in Germany and taking up employment, the procedure for recognising the foreign professional qualification must be initiated.
2. The workers must apply for the assessment of the equivalence of their foreign professional qualification and the issuing of a professional licence.
3. If substantial differences exist between the foreign professional qualification and the Indonesian reference qualification or if applicants lack the language skills required for the issuing of a professional licence, the workers shall acquire the necessary qualifications by means of skills development programmes, which may also include preparing for and sitting an examination.
4. The BA shall advise and support the workers in the process for the assessment of equivalence and for the issuing of a professional licence, which is defined in Annex 2. The Annex describes the current necessary process for obtaining recognition of the professional qualification. The Federal Employment Agency will continue to monitor and support the process in Germany in order to ensure that recognition is actually obtained.

#### **Article 6**

##### **Employment during the Process for the Assessment of Equivalence of the Foreign Professional Qualification and for the Issuing of a Professional licence**

1. The workers shall be placed in employment as a "nursing assistant" (without a regulated degree), which they will carry out until the equivalence of the professional qualification has been recognised and until a professional licence has been issued.
2. For the employment in Germany a residence permit is required. The prerequisite for the residence permit is the granting of the labour market admission by the BA. The process for carrying out the labour market admission procedure is described in Annex 3.
3. Employment during the aforementioned process must not adversely affect the aim of obtaining recognition of equivalence and the issuing of a professional licence.
4. If recognition of equivalence is not obtained or the professional licence is not issued or if the process is not completed within three years, the workers shall return to Indonesia.



#### **Article 7**

#### **Employment after Receiving the Recognition of the Foreign Professional Qualification and the Professional Licence**

The workers shall be placed in employment as a registered general nurse, which they will engage in following recognition of the equivalence of their foreign professional qualification and the issuing of a professional licence and after receiving the corresponding residence permit for employment as a skilled worker.

#### **Article 8**

#### **Employment Contract**

1. There will be a standard employment contract to be used for the placement of health professionals under this cooperation framework. The standard employment contract can be found in English, German and Bahasa Indonesia in Annex 4.
2. The employment contract shall stipulate the rights and obligations of the worker and the employer.
3. The employment contract signed by the worker and the employer shall be provided in duplicate, each in Bahasa Indonesia and German languages, and to be kept each for the worker and employer.
4. The Parties agree that the standard employment contract may be revised / adjusted to changes, e.g. due to changes in German Labour Law. Any changes of the standard employment contract shall be agreed by the Parties in writing and Annex 4 will be replaced accordingly.

#### **Article 9**

#### **Social Security**

1. The workers will be subject to compulsory insurance in the German social security system (health and long-term care insurance, pension, accident, and unemployment insurance).
2. The BA shall ensure that the employer, having an employment contract with the workers under this cooperation framework, comply with this provision.

#### **Article 10**

#### **Exclusion**

1. The Parties agree that candidates and employers in breach of the provisions of this Agreement may be excluded from the placement process.



2. The Parties will regularly monitor compliance of all parties involved with the provisions of this Agreement.

#### **Article 11 Cost Structure**

1. The workers deployed under this Agreement shall be exempted from fees for the selection process and placement in employment in the Federal Republic of Germany, except for those required by laws for Indonesian Migrant Workers.
2. The Parties agree on the cost structure of the selection and placement process of the Indonesian Health Professionals to the Federal Republic of Germany as set forth in Annex 5.

#### **Article 12 Data Protection**

Insofar as personal data is transmitted on the basis of this Agreement in accordance with national law, the following provisions shall apply in accordance with the legal provisions applicable for each Party:

- a. The receiving Party shall, on request, inform the sending Party about the use of the transferred data and the results achieved.
- b. The use of the data by the receiving Party shall only be permissible for the purposes set out in this Agreement and subject to the conditions specified by the sending Party.
- c. The sending Party shall be obliged to ensure that the data to be transmitted is correct and that the transmission is necessary and proportionate in view of the intended purpose. In this context, transmission prohibitions which apply under the national law of the country in question shall be respected. Data shall not be transmitted if the sending Party has reason to assume that this would infringe the purpose of a national law or harm legitimate interests of the data subjects. If it emerges that incorrect data has been transmitted or that data whose transmission was impermissible has been transmitted, the receiving Party must be notified without delay. The receiving Party shall be required to rectify or erase the data without delay. The Parties shall undertake to agree with their respective partners that these partners will also make a commitment to rectify or erase, without delay, incorrect data or data whose transmission was impermissible.
- d. The data subject shall, on request, have a right of access to information about the transmitted data relating to his or her person, and about the intended purpose for which it is to be used. An obligation to provide such information shall not exist insofar as the public interest in not providing the information overrides the interest of the data subject in receiving the information. Otherwise, the right of the data subject to receive information about the available data relating to his or her person shall be based on the national law of



the side in whose territory the request is made, insofar as the national law provides for such a right.

- e. If a third party is harmed in connection with data transmissions under this Agreement, the matter shall be dealt by the Parties in accordance with their national laws.
- f. Insofar as the national law, which applies to the sending Party, provides special time limits for erasure of the transmitted personal data, the sending Party shall notify the receiving Party of them. Irrespective of these time limits, the transmitted personal data shall be erased as soon as it is no longer required for the purpose for which it was transmitted.
- g. Records on the transmission and receipt of personal data must be kept by the sending Party and the receiving Party.
- h. The sending Party and the receiving Party shall be required to protect the transmitted personal data effectively against unauthorised access, unauthorised changes and unauthorised disclosure.

### **Article 13 Monitoring and Evaluation**

The Parties will establish a joint committee to discuss, monitor and reflect on the implementation of cooperation activities conducted under this Agreement. The joint committee will meet regularly on time and date to be decided by the Parties.

### **Article 14 Amendment**

This Agreement may be amended through mutual written consent of the Parties. Such amendment shall come into effect on a date to be mutually determined by the Parties and shall form an integral part of this Agreement.

### **Article 15 Entry Into Force, Duration, and Termination**

- 1. This Agreement shall come into force on the date of the last signing and shall remain in force for an indeterminate period of time.
- 2. Either Party may terminate this Agreement at any time by giving written notification to the other Party of its intention to terminate this Agreement that will be communicated at least 3 (three) months prior to the intended date of termination. In case of violation of the provision in this Agreement or a change in the underlying national law, either Party may terminate this Agreement with immediate effect upon notification by an authorized e-mail signature followed by an official confirmation in writing.



**Bundesagentur  
für Arbeit**



**BP2MI**  
Badan Pelindungan  
Pekerja Migran  
Indonesia

3. The termination of this Agreement shall not affect the responsibility of the Parties to protect Indonesian workers who have already been placed in employment in the Federal Republic of Germany.

In witness whereof, the undersigned being duly authorized thereto, have signed this Agreement.

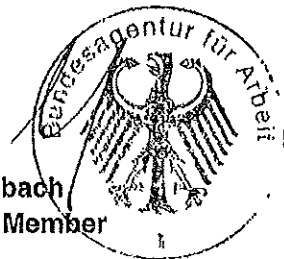
Signed in duplicate in Nuremberg, on 16<sup>th</sup> of July 2021 and in Jakarta on 26<sup>th</sup> of July 2021, each in Indonesian, German and English languages, all texts being equally valid. In case of any divergence on the interpretation of this Agreement, the English text shall prevail.

**For the Indonesian Migrant Workers  
Protection Board of the Republic of  
Indonesia**

**For the Bundesagentur für Arbeit  
(BA) of the Federal Republic of  
Germany**

**Benny Rhamdani  
Head of IMWPB**

**Daniel Terzenbach  
Executive Board Member**



#### **Annexes to the Agreement**

- Annex 1: Placement Process
- Annex 2: Implementation of the Process for the Assessment of Equivalence of the Foreign Professional Qualifications and for the Issuing of the Professional Licence
- Annex 3: Implementation of the Labour Market Admission Procedure
- Annex 4: Standard Employment Contract
- Annex 5: Cost Structure