



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

MALAYSIAN TRADES UNION CONGRESS

AND

MALAYSIAN EMPLOYERS FEDERATION

AND

THE INTERNATIONAL LABOUR ORGANIZATION

ON THE

DECENT WORK COUNTRY PROGRAMME
IN MALAYSIA
(2019-2025)

WHEREAS the Government of Malaysia (the Government) as represented by the Ministry of Human Resources, the workers' organizations as represented by the Malaysian Trades Union Congress (MTUC), the employers' organizations as represented by the Malaysian Employers Federation (MEF), and the International Labour Organization (ILO) as represented by the International Labour Office (hereinafter referred to singularly as "the Party" and collectively as "the Parties), wish to collaborate in order to promote and advance decent work in Malaysia.

WHEREAS the Decent Work Country Programme (DWCP) Malaysia for 2019-2025 is in line with the Malaysian Plan and the commitment towards the adopted United Nations Sustainable Development Goals and shall contribute towards the achievement of its goals. The Government ministries and agencies participating in the implementation of the DWCP shall also include the Ministry of Home Affairs and the Department of Statistics Malaysia.

1. The Parties affirm their commitment to collaborate in the implementation of the DWCP as annexed to this Memorandum of Understanding, which has the following agreed-upon priorities:

Country Priority 1: RIGHTS AT WORK – Protecting and promoting rights at work;

Country Priority 2: FUTURE OF WORK – Strengthening national capacities to meet the needs of current and future work; and

Country Priority 3: LABOUR MIGRATION – Strengthening labour migration governance.

2. The ILO agrees to assist in the mobilization of resources and to provide development cooperation assistance in the implementation of the DWCP, subject to its rules, regulations, directives and procedures, the availability of the ILO funds and conditions to be agreed upon by the Parties in writing.
3. The Government, MTUC and MEF agree to provide full commitment and participation in the implementation of the DWCP, subject to the availability of assistance and funds from the ILO. A tripartite steering committee consisting of all relevant Government ministries and agencies, workers' and employers' organization and the ILO shall be created to review, advise and guide the implementation and progress of the DWCP.
4. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this

Memorandum of Understanding. Such revision, modification or amendment shall come into effect on such date as may be determined by the Parties.

5. The Government reserves the right to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding for reasons of national security, national interest, public order or public health. The suspension shall take effect immediately after notification has been given to the other Parties through official channels.
6. In the event that the terms contained in the DWCP document are incompatible with the terms of this Memorandum of Understanding, the latter shall govern and prevail.
7. Any difference or dispute between the Parties concerning the interpretation or implementation or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation or negotiations between the Parties without reference to any third party or international tribunal.
8. This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of seven (7) years.
9. Notwithstanding anything in Paragraph 8, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing through agreed channels, at least three (3) months prior to its intention to do so.
10. The termination of this Memorandum of Understanding shall not affect the conclusion of programmes or activities that have been agreed upon by the Parties before the date of the termination of this Memorandum of Understanding.
11. Each Party shall observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Parties during the period of the implementation of this Memorandum of Understanding or any other arrangements made pursuant to this Memorandum of Understanding. The Parties agree that this Paragraph shall survive the expiry or the termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Government of Malaysia, ILO, MTUC and MEF, respectively, have signed this MOU.

DONE at Geneva, Switzerland, on this nineteen day of June in the year 2019 in original/duplicate, four (4) copies in the English language. If this Memorandum of Understanding is translated into another language, the English version shall prevail.

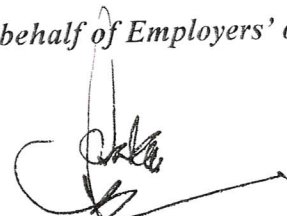
*For and on behalf of the
International Labour Office*


Ms. Tomoko Nishimoto
Assistant Director-General and
Regional Director, ILO Office
for Asia and the Pacific

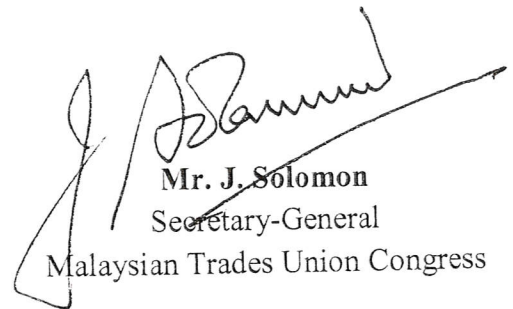
*For and on behalf of the
Government of Malaysia*


Mr. M. Kula Segaran
Minister of Human Resources of Malaysia

For and on behalf of Employers' organization


Mr A. Ramadass
Vice- President
Malaysian Employers Federation

For and on behalf of Workers' organization


Mr. J. Solomon
Secretary-General
Malaysian Trades Union Congress