



REPUBLIK 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:

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a vertical line.

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.

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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.

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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.
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 Jakarta, on 26 July 2021 and in Nuremberg on 16 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**



**Benny Rhamdani
Head of IMWPE**

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



**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

Annex 1: Placement Process

of the

Agreement
between

the Indonesian Migrant Workers Protection Board of
the Republic of Indonesia (IMWPB)

and

the Federal Employment Agency of Germany (Bundesagentur für Arbeit - BA)
on

the Placement and Protection of Indonesian Health Professionals in the
Federal Republic of Germany

I. Obligations of the Parties

1. Preliminary Remarks

This Agreement is concluded between IMWPB and BA. Both Parties will implement the selection and placement process in accordance with its defined obligations. To fulfil its obligations the BA will implement the recruitment of Health Professionals through its already existing programme "Triple Win". Triple Win is a joint programme of BA and the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH on the recruitment of nurses from third countries. The basis for the cooperation between BA and GIZ in the Triple Win programme is the cooperation agreement dated 13 May 2019.

2. For the implementation of this Agreement, BA shall:

- a. Plan, implement and monitor the cooperation together with IMWPB;
- b. Approach employers in Germany, inform and advise them on the recruitment of health professionals from Indonesia;
- c. Conduct the selection interviews for a participation in the Triple Win-Programme in Indonesia;
- d. Coordinate the matching process: provide information about possible employers to the candidate and take into consideration of the candidate's preferable choice of employer;
- e. Provide the result of matching process to IMWPB;
- f. Arrange the placement of workers in employment in the healthcare or long-term care sector in the Federal Republic of Germany, for which the



conditions of employment may not be less favourable than those for comparable national workers;

- g. Avoid that applicants are placed with employers who include so called "company loyalty agreements with repayment clauses into the employment contract or corresponding supplementary contracts". This is to protect applicants from the reimbursement of costs related to the recruitment (e.g. costs for language courses, translations, skill recognition procedures) in the event of early termination of the job contract;
- h. Issue the labour market admission for the residence title;
- i. Monitor and support the recognition process in Germany in order to ensure that recognition is actually obtained.

3. For the implementation of this Agreement, GIZ shall:

- a. Support and monitor job advertisements and shortlisting of applicants in Indonesia;
- b. Organize the interviews, language courses and a preparatory technical course in Indonesia;
- c. Assist the candidate with visa and recognition applications and travel arrangements;
- d. Advise the employer and the worker regarding additional job-related language training and the recognition process;
- e. Provide integration support for employers and workers in Germany:
 - (1) Provide a welcome kit to the employer and the nursing professional.
 - (2) Carry out an integration workshop with the employer on themes of integration, recognition and onboarding.

4. For the implementation of this Agreement, IMWPB shall:

- a. Plan, implement and monitor the cooperation together with BA;
- b. Announce the application vacancy through SSKO-P2MI (Computerized System for Indonesian Migrant Workers Protection);
- c. Coordinate with the Ministry of Health of the Republic of Indonesia in regards to the placement process of Indonesian Health Professionals, including support in the administration and technical selection process and dissemination of the related information to the stakeholders in Indonesia;
- d. Arrange psychological test for the applicants in Indonesia;
- e. Facilitate interview for the applicants;
- f. Arrange medical examination for the applicants in Indonesia;
- g. Facilitate the preparation of documents needed for the candidates to work in the Federal Republic of Germany, including passport, visa and Electronic Overseas Worker Card (E-PMI);
- h. Provide Pre-Departure Orientation for the candidates before departing to the Federal Republic of Germany;



- i. Ensure the candidates have proper understanding regarding their rights and obligations as stated in the Employment Contract before departing to the Federal Republic of Germany;
- j. Ensure that the candidates are enrolled in Indonesian Employment Security Scheme before departure to the Federal Republic of Germany;
- k. Endeavour to find an alternative applicant if the candidate who has been placed in employment does not enter the Federal Republic of Germany.

II. Selection Criteria

1. The applicant shall satisfy the following preliminary qualifications:
 - a. Graduated from accredited nursing education institution and holding one of the following Indonesian degrees:
 - (1) Diploma 3;
 - (2) Diploma 4;
 - (3) Sarjana 1;
 - b. Have a Nurse Registration Certificate – STR from Indonesian Health Workforce Council;
 - c. Legal age of 18 years;
 - d. Proof of a German language level of at least B1 (according to the Common European Framework of Reference for Languages) at the time of visa application. At the time of selection, language acquisition must not yet have begun/completed. Applicants must declare their willingness to learn German.
2. Required documents for the application are:
 - a. Curriculum Vitae in English;
 - b. Motivation Letter in English;
 - c. Legalized Copy of Diploma Certificate in Nursing;
 - d. Legalized Copy of Academic transcript;
 - e. Legalized Copy of Nurse Registration Certificate;
 - f. Legalized Copy of Reference from previous employer (if applicable);
 - g. Passport Copy.

III. Selection and Placement Process

1. BA shall submit a demand letter to IMWPB stating the required number of Indonesian Health Professionals.
2. Upon receipt of the demand letter, IMWPB shall announce the employment possibility in Germany and conduct online registration for applicants through SSKO-P2MI.
3. IMWPB in coordination with Ministry of Health of the Republic of Indonesia shall verify the applications of the applicants.
4. IMWPB shall conduct psychological test in Indonesia for applicants who passed the online registration process.



5. BA, facilitated by IMWPB and supported by GIZ, shall conduct the selection interviews for the applicants who passed the psychological test.
6. BA provides IMWPB with the list of accepted candidates.
7. Applicants who passed interview shall perform medical examinations, including the international certificate of vaccination, at health care facilities in Indonesia that have been agreed by the Ministry of Health of the Republic of Indonesia and by the Parties.
8. IMWPB shall provide to BA the final list of candidates who passed the medical examination.
9. GIZ will organize the German language course in Indonesia until the level B1 as well as the professional preparation (5 days). The German degree must meet the eligibility for the residence title.
10. BA will match the candidates with German employers, organize the job interviews with the employers and coordinate the signing of the employment contract together with IMWPB.
11. BA and GIZ coordinate and support the preparation for the departure.
12. GIZ supports the candidate with the recognition application and the visa application process. The BA will submit the labour market assessment.
13. IMWPB shall provide Pre-Departure Orientation for candidate before departure to the Federal Republic Germany.
14. IMWPB notify the Indonesian Mission in Germany regarding the list and travel itinerary of the candidate.
15. After arrival in Germany GIZ advises and informs the candidate about the integration process. GIZ also advises the employer and the candidate on the recognition procedure and language training in Germany.
16. The BA with assistance of GIZ will continue to monitor and support the process in Germany in order to ensure that recognition and employment as a registered nurse is actually obtained.



**Annex 2: Implementation of the Process for the
Assessment of Equivalence of the Foreign Professional
Qualifications and for the Issuing of the Professional
Licence**

of the

Agreement
between

the Indonesian Migrant Workers Protection Board of
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and

the Federal Employment Agency of Germany (Bundesagentur für Arbeit - BA)
on

the Placement and Protection of Indonesian Health Professional in the
Federal Republic of Germany.

I. Recognition process

In accordance with this Agreement, foreign workers can be placed in employment in Germany by the BA in order to carry out the procedure to determine the equivalence of the foreign professional qualification. If necessary, this also includes the granting of a professional licence.

This means that this residence permit enables the foreign skilled worker to enter Germany without the equivalence of the professional qualification having to be established before entering Germany. However, this equivalence determination must be applied for and addressed immediately after entering Germany.

However, the skilled worker must provide evidence of a professional qualification from the country of origin as specified in the placement agreement. At the latest after arriving in Germany and taking up employment, the procedure for recognising this foreign professional qualification must then be initiated. In addition, it may be necessary to apply for and obtain a professional license.



The residence permit based on the placement agreement is initially always granted for a maximum of twelve months and can be extended to a total period of residence of a maximum of three years for the purpose of recognition of one's foreign qualification. This extension is only possible if proof is provided that the procedure for recognition of the foreign professional qualification is consistently pursued.

Subsequent employment as a recognised skilled worker in Germany is possible if the professional recognition procedure has been successfully completed within the above-mentioned time limit.

II. Components of the Recognition Process

The recognition process is roughly described below. Detailed information (also translated into numerous languages) is available on the internet under the official homepage www.anerkennung-in-deutschland.de. Components of the application for recognition are usually:

- a. Translation and certification of the required documents and evidence;
- b. Application to the competent recognition body for an assessment of the equivalence of the foreign professional qualification;
- c. If applicable, application for a professional licence or licence to practise medicine;
- d. If differences have been identified in the procedure: Vocational qualifications to compensate for the differences;
- e. Further vocational language training (for example, because these are required for professional licensing);
- f. If applicable, proof of other admission requirements for this occupational profile (e.g. certificate of good conduct, health suitability).

In the recognition procedure, the competent body examines the extent to which a vocational qualification acquired abroad is comparable to the qualification required for this occupation in Germany. The basis for this examination is usually the German training regulations, professional regulations or study regulations for the occupation in Germany. In addition to formal study and professional qualifications, proven professional experience from the country of origin can also be credited.

In the case of complete conformity with the training required for the German reference occupation, full recognition of the professional qualification is



granted; in the case of only partial conformity, partial recognition is granted. In the partial recognition decision, the competent recognition body determines which practical or theoretical qualifications are required.

In the case of regulated professions, a professional licence must also be applied for. Further requirements must be met for this (e.g. certain language level, health suitability, etc.).

Regulated professions are professions for which the exercise of the profession is only permitted with recognition. For these professions, in addition to a particular professional qualification, further requirements are often necessary for professional authorisation. This is especially true for professions in the fields of health, safety or social work, such as a doctor or a teacher. A protected occupational title such as engineer, certificates of competence and expertise for some self-employed activities and trades as well as further training qualifications such as master craftsman or Fachwirt are also forms of regulation.

III. Recognition Costs and Provisions for Bearing Costs

The recognition procedure is subject to a fee. Costs are incurred for the application to the competent recognition office (fee) and for the translation and certification of necessary documents. Additional costs are often incurred for qualifications. The costs are shown below:

1. The necessary costs for the application for the examination of the equivalence of the foreign professional qualification at the competent recognition body shall be borne by the employer.
2. Costs for translations and certifications of documents required by the competent recognition body for the equivalence assessment shall be borne by the employer. Excluded are translation costs for documents that have already been arranged by the foreign skilled worker for the application to a German employer or the selection procedure in the country of origin (for example, for diplomas, curriculum vitae).
3. Vocational qualifications are paid by the employer or from public funds.
4. Costs for further job-related language training in Germany are financed by the employer and/or subsidised from public funds.



IV. Maximum Duration of Residence until Obtaining full Equivalence and, if applicable, Professional Authorisation

The residence permit is initially limited to one year. The extension depends on whether proof is provided to the Federal Employment Agency that the recognition procedure has been carried out consistently and that the necessary qualifications, examinations, etc. have also been carried out (see Annex 3 of the Agreement – Labour Market Admission).

The skilled worker must complete the necessary qualifications within a maximum of 3 years and obtain the full equivalence of their qualification in Germany. If necessary, the professional practice permit must also be available by this time. Only if full equivalence is achieved within this period is further residence in Germany possible for employment as a recognised skilled worker.

V. Support from One's Employer

Employers in Germany are to support skilled workers who enter the country via the placement agreement in carrying out the entire recognition process, including the necessary qualifications. In some cases, public and non-profit institutions and organisations are also available to support and assist in these processes. However, the main responsibility for carrying out the procedure lies with the foreign skilled workers and the hiring employers themselves.



Annex 3: Implementation of Labour Market Admission Procedure

of the

Agreement
between

the Indonesian Migrant Workers Protection Board of
the Republic of Indonesia (IMWPB)

and

the Federal Employment Agency of Germany (Bundesagentur für Arbeit - BA)
on

the Placement and Protection of Indonesian Health Professional in the
Federal Republic of Germany.

The procedure outlined refers to foreign skilled workers from Indonesia who wish to enter Germany on the basis of this Agreement. They require an entry visa and a residence permit. This Agreement substantiates this residence permit. The relevant legal bases for this are § 16d (4) of the Residence Act (AufenthG) and § 2 of the Employment Ordinance (BeschV).

I. Entry

For new entry, the applicable residence permit is the visa issued by the German embassy or the German consular representation in Indonesia. A labour market admission by the Federal Employment Agency is required for the visa to be issued. The visa entitles the holder to enter Germany and take up employment.

The visa is limited to several months by the German Embassy. The time limit of the visa may vary depending on the individual case.

To apply for a visa, the following requirements must be fulfilled before entering the country:

1. Proof of the required language skills (see Annex 1).
2. Approval by the Federal Employment Agency to take up employment within a vocational context from the time of entry. The employment must require skills, knowledge and abilities acquired in a course of study or qualified vocational training.

For example, working as a "nursing assistant" (without a regulated degree) for the intended later employment as a registered nurse. In the case of the



intended occupation, the Federal Employment Agency examines in particular the close professional connection and whether the customary local working conditions are complied with (§ 2 (12b) of the Residence Act). Full-time employment is only permitted in this field and only if the full-time employment does not impair the recognition procedure, e.g. visiting training classes. In addition, the residence permit entitles the holder to work for up to ten hours a week independently of the residence permit - § Section 16d (4) Sentence 1 and Sentence 3 of the Residence Act (AufenthG).

3. Assurance from the employer with a concrete job offer for employment as a recognised skilled worker starting from the successful completion of the recognition procedure.
4. Declaration of the foreign skilled worker to be submitted already in the pre-consent procedure that he/she will undertake the procedure to establish the equivalence of his/her foreign professional qualification and, if necessary, to obtain the authorisation to practise his/her profession after entry at the responsible recognition body. This is to prevent abuse through solely professional activity and to ensure the recognition procedure is undertaken.

II. Aim of One's Stay in Germany

The aim of the stay of up to three years in Germany is successful professional recognition (see Annex 2). Therefore, the professional recognition procedure must be carried out **from the time of entry** and completed in 3 years.

III. Residence Permit in Germany

Before the expiry of the entry visa, the foreign skilled worker must apply for a residence permit at the competent immigration office of their new place of residence in Germany.

The Immigration Office then reviews the granting of the residence permit in consultation with the Federal Employment Agency on the basis of the evidence of the actual implementation of the recognition procedure and the commencement of employment. If these are available, the skilled worker receives a residence permit for further residence in Germany. This is limited to one year.

The residence permit issued for the first time can be extended again for one year upon expiry if the relevant evidence is provided. Alternatively, a new residence permit for gainful employment as a recognised skilled worker can be applied for if the requirements are met (see below). A condition for the extension in both cases is that the foreign skilled worker proves that he/she has consistently pursued the recognition procedure (see Annex 2) during his/her time in Germany.

Proof of the consistent pursuit of the recognition procedure or the procedure for granting a licence to practise a profession in the case of regulated professions can be provided by means of suitable written documents, e.g.

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- a. Application for recognition or licence to practise a profession;
- b. Partial recognition notice;
- c. Confirmation of participation by the institution of a qualification measure;
- d. Employment certificate with company qualification content;
- e. Confirmations of tests taken;
- f. Evidence of good prospects of repeating failed examinations;
- g. Further correspondence with bodies responsible for recognition.

The residence permit can be extended up to a maximum period of residence of three years.

IV. Continued Residency upon Expiry of the Residence Permit within the Framework of the Placement Agreement for the Recognition of Foreign Professional Qualifications

If the maximum residence period of three years has expired, this residence permit cannot be extended again. The reason for this is that the skilled worker must now have acquired the entitlement to work as a recognised skilled worker in Germany within their previous period of residence.

If the foreign skilled worker has successfully completed his/her professional recognition during this time and if the required professional practice permit is available, he/she can now work as a recognised skilled worker. For this purpose, the foreign skilled worker can now apply for a residence permit for gainful employment at the Immigration Office responsible for them in Germany.



Annex 4: Standard Employment Contract

Im Arbeitsvertrag ist der BRUTTOLOHN angegeben. Dieser Lohn wird nicht in voller Höhe ausgezahlt, da auf Grund der deutschen Gesetze Steuern und Beiträge zur Sozialversicherung abgezogen werden.
Gaji yang disebutkan dalam perjanjian kerja ini adalah GAJI KOTOR. Gaji tersebut tidak akan diterima secara penuh karena Undang-undang Jerman mewajibkan karyawan untuk membayar pajak dan kontribusi jaminan sosial.

Folgender Arbeitsvertrag wird vereinbart:
Perjanjian kerja sebagaimana berikut telah disetujui:

ARBEITSVERTRAG / PERJANJIAN KERJA

Zwischen dem Arbeitgeber antara pemberi kerja			
mit Sitz in yang berkedudukan di			
vertreten durch diwakili oleh			
und dem Arbeitnehmer dan karyawan			
geboren am yang lahir pada tanggal		wohnhaft in berdomisili di	
Familienstand: Status perkawinan:	<input type="checkbox"/> Nicht verheiratet belum kawin	<input type="checkbox"/> verheiratet kawin	

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Der Arbeitgeber verpflichtet sich, den Arbeitnehmer
Pemberi kerja menyepakati untuk mempekerjakan karyawan

als (Bezeichnung der Tätigkeit) sebagai (Nama Pekerjaan)	Krankenpflegekraft ohne Anerkennung Perawat tanpa proses pengakuan kualifikasi		
in (Ort der Beschäftigung) in di (Tempat Pekerjaan)			
Vom dari tanggal		frühestens vom Tage des Eintreffens des Arbeitnehmers am Beschäftigungsort ab paling awal sejak hari kedatangan karyawan di tempat kerjanya	
bis zum hingga	/ oder bis zu 12 Monate bei ankunft atau paling lama 12 bulan sejak kedatangan karyawan		zu beschäftigen. .

Der Arbeitnehmer verpflichtet sich, während der genannten Zeit bei dem Arbeitgeber eine Tätigkeit dieser Art auszuüben.
Karyawan menyepakati untuk melakukan pekerjaan tersebut selama jangka waktu yang ditentukan.

Arbeitgeber und Arbeitnehmer werden das nach dem deutschen Krankenpflegegesetz erforderliche Anerkennungsverfahren zur Führung der Berufsbezeichnung „Gesundheits- und Krankenpfleger/-in“ betreiben.
Pemberi kerja dan karyawan menyepakati akan melaksanakan prosedur pengakuan sesuai ketentuan Undang-undang Keperawatan Jerman untuk mendapatkan gelar pekerjaan "Petugas Kesehatan dan Keperawatan".

II

Der Arbeitnehmer erhält hinsichtlich des Arbeitsentgelts, der sonstigen Arbeitsbedingungen und des Arbeitsschutzes keinesfalls eine ungünstigere Behandlung als die vergleichbaren deutschen Arbeitnehmer des Betriebes.

Dalam keadaan apa pun, karyawan tidak akan menerima perlakuan yang kurang baik dalam hal remunerasi, kondisi kerja dan keselamatan kerja jika dibandingkan dengan karyawan asli Jerman yang berkedudukan setara di tempat kerja.

III

Im Einzelnen finden die Bestimmungen des Tarifvertrages
Pada khususnya, ketentuan-ketentuan perjanjian kerja bersama

zwischen antara	
und dan	
vom tanggal	

oder des neuen Tarifvertrages, der etwa an die Stelle des früheren Tarifvertrages treten wird,
Anwendung.

atau perjanjian kerja bersama yang menggantikan perjanjian sebelumnya akan berlaku.

Der Arbeitnehmer erhält für seine Arbeit denselben Lohn wie ein vergleichbarer deutscher Arbeiter des Betriebes.

Selanjutnya, karyawan akan menerima remunerasi yang sama dengan karyawan asli Jerman yang berkedudukan setara.

Sein Bruttolohn beträgt zurzeit Saat ini, gaji kotor karyawan adalah sebesar		€
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Ferner werden wie bei einem vergleichbaren deutschen Arbeitnehmer des Betriebes vergütet:

Selanjutnya, sebagaimana halnya dengan karyawan asli Jerman yang berkedudukan setara, karyawan juga akan menerima upah tambahan sebagai berikut:

a) Überstunden a) Lembur	je Stunde mit untuk setiap jamnya	€	(Stundenlohn einschl. Zuschlag) (upah per jam termasuk tunjangan)
b) Nachtarbeit b) Kerja malam	je Stunde mit untuk setiap jamnya	€	(Stundenlohn einschl. Zuschlag) (upah per jam termasuk tunjangan)
c) Sonntagsarbeit c) Kerja hari Minggu	je Stunde mit untuk setiap jamnya	€	(Stundenlohn einschl. Zuschlag) (upah per jam termasuk tunjangan)
d) Feiertagsarbeit d) Kerja hari libur	je Stunde mit untuk setiap jamnya	€	(Stundenlohn einschl. Zuschlag) (upah per jam termasuk tunjangan)

IV

Die Arbeitszeit richtet sich nach den für den Betrieb geltenden Bestimmungen.

Waktu kerja disesuaikan dengan peraturan dan undang-undang yang berlaku untuk tempat kerja.

Die regelmäßige Arbeitszeit beträgt zurzeit Waktu kerja normal yang berlaku saat ini adalah		Stunden / wöchentlich jam/minggu
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V

a)	<input type="checkbox"/> Der Arbeitgeber stellt von sich aus dem Arbeitnehmer eine von der zuständigen Agentur für Arbeit für angemessen befundene Unterkunft zur Verfügung. Atas inisiatifnya sendiri, pemberi kerja akan menyediakan akomodasi yang pantas untuk karyawan sesuai dengan penilaian Kantor Tenaga Kerja yang berkompeten.			
	<input type="checkbox"/> Der Arbeitgeber verpflichtet sich, für eine von der zuständigen Agentur für Arbeit für angemessen befundene Unterkunft des Arbeitnehmers Sorge zu tragen. Pemberi kerja menyepakati untuk menyediakan akomodasi yang pantas untuk karyawan sesuai dengan penilaian Kantor Tenaga Kerja yang berkompeten.			
b)	Als Unterkunft ist vorgesehen: <input type="checkbox"/> ein Einzelzimmer Akomodasi yang disediakan: kamar untuk satu orang	<input type="checkbox"/> eine Gemeinschaftsunterkunft akomodasi bersama	mit dengan	Betten tempat tidur
c)	Für die Unterkunft hat der Arbeitnehmer Karyawan wajib membayar sebesar		€	Entgelt zu zahlen. untuk biaya akomodasi.
	<input type="checkbox"/> Für Heizung Untuk biaya pemanas	<input type="checkbox"/> Beleuchtung listrik	<input type="checkbox"/> Wasser air	<input type="checkbox"/> Bettwäsche seprai
	hat der Arbeitnehmer karyawan akan membayar biaya	<input type="checkbox"/> wöchentlich mingguan	<input type="checkbox"/> monatlich bulanan	<input type="checkbox"/> kein Entgelt zu zahlen. atau fasilitas-fasilitas tersebut akan disediakan secara cuma-cuma.
d)	Der Arbeitgeber stellt von sich aus dem Arbeitnehmer eine angemessene Verpflegung zur Verfügung, bestehend aus Atas inisiatifnya sendiri, pemberi kerja akan menyediakan fasilitas makan yang pantas untuk karyawan, yang terdiri dari			
	<input type="checkbox"/> Frühstück sarapan	<input type="checkbox"/> Mittagessen makan siang	<input type="checkbox"/> Abendessen makan malam	
e)	Für die unter d) genannte Verpflegung hat der Arbeitnehmer Untuk makanan sebagaimana dijelaskan dalam poin d), karyawan wajib membayar biaya		<input type="checkbox"/> täglich harian	<input type="checkbox"/> monatlich bulanan.
f)	<input type="checkbox"/> Die Verpflegung des Arbeitnehmers ist ihm durch Selbstversorgung auf eigene Kosten überlassen. Karyawan akan menanggung sendiri biaya makannya.			

VI

Der Arbeitnehmer hat das Recht auf bezahlten Urlaub nach den geltenden Bestimmungen.
Karyawan berhak menerima cuti berbayar sesuai dengan peraturan dan undang-undang yang berlaku.

Nach einer ununterbrochenen Beschäftigungsdauer von Setelah bekerja tanpa putus selama		Monaten in dem Betrieb des bulan di tempat kerja,
Arbeitgebers beträgt der Urlaub maka karyawan berhak menerima cuti berbayar selama	Werktage für jeden Beschäftigungsmonat. hari kerja untuk setiap bulan kerja yang telah	<input type="checkbox"/> angefangenen <input type="checkbox"/> vollendeten dimulai dan diselesaikan.

VII

a)	Der Arbeitgeber Pemberi kerja	<input type="checkbox"/> übernimmt / einschließlich einer Reiseverpflegung von akan menanggung / termasuk uang makan saat perjalanan sebesar	€	<input type="checkbox"/> übernimmt nicht tidak akan menanggung
die Kosten der Rückreise des Arbeitnehmers von dem Beschäftigungsort bis nach biaya perjalanan pulang karyawan dari tempat kerjanya ke				
<input type="text"/>				
wenn der Arbeitnehmer die Pflichten aus dem Arbeitsvertrag erfüllt hat. setelah kewajiban karyawan sesuai dengan perjanjian kerja diselesaikan.				
b)	Wenn der Arbeitsvertrag aus Gründen, die der Arbeitgeber zu vertreten hat, nicht erfüllt werden kann und eine anderweitige Vermittlung des Arbeitnehmers für den Rest der Vertragszeit nicht möglich ist, so trägt der Arbeitgeber die Rückreisekosten des Arbeitnehmers. Dalam hal perjanjian kerja tidak dapat dilaksanakan karena alasan yang atasnya pemberi kerja bertanggung jawab dan penempatan alternatif untuk karyawan tidak dapat diberikan selama sisa jangka waktu berlakunya perjanjian kerja, maka pemberi kerja wajib menanggung biaya perjalanan pulang karyawan.			

VIII

Für das durch diesen Vertrag begründete Arbeitsverhältnis gilt das deutsche Recht. Ansprüche aus diesem Vertrag können nur gegen den Arbeitgeber selbst geltend gemacht werden. Für alle sich aus diesem Vertrag ergebenden Streitigkeiten sind die deutschen Gerichte für Arbeitssachen zuständig.

Undang-undang Jerman berlaku atas hubungan kerja yang muncul dari perjanjian ini. Segala gugatan yang muncul dari perjanjian ini hanya dapat ditujukan terhadap pemberi kerja. Segala sengketa yang muncul dari perjanjian ini merupakan yurisdiksi Pengadilan Hubungan Industrial Jerman.

Der Arbeitgeber erstattet dem Arbeitnehmer die nachgewiesenen notwendigen Reisekosten zum Beschäftigungsort.
Pemberi kerja wajib mengganti biaya perjalanan karyawan menuju tempat kerja sesuai bukti pembayaran biaya dari karyawan.

Ort und Datum

Tempat dan tanggal

Ort und Datum

Tempat dan tanggal

Unterschrift des Arbeitgebers

Tanda tangan pemberi kerja

Unterschrift des Arbeitnehmers

Tanda tangan karyawan

Annex 5: Cost Structure

of the

Agreement
between

the Indonesian Migrant Workers Protection Board of
the Republic of Indonesia (IMWPB)

and

the Federal Employment Agency of Germany (Bundesagentur für Arbeit - BA)
on

the Placement and Protection of Indonesian Health Professionals in the
Federal Republic of Germany

No.	Activities	Candidate	IMWPB	BA/GIZ (Triple Win Programme) ¹	Employer	Note
1.	Administrative and preparation process		X	X		
2.	Organisation of the Interviews			X		
3.	Medical Check-Up			X		
4.	Double measles vaccination			X		
5.	Swab PCR			X		
6.	Psychological Test	X				
7.	Passport	X				
8.	BPJS Ketenagakerjaan (Indonesian Employment Insurance)	X				
9.	German Courses in Indonesia and preparatory technical course			X		The candidate receives 250 € if

¹ The services provided within the framework of the Triple Win programme are either free of charge by the Federal Employment Agency as part of its legally defined tasks or financed by a service fee from the employer via the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. Certain costs borne by the employer during employment are paid directly by the employer.

No.	Activities	Candidate	IMWPB	BA/GIZ (Triple Win Programme) ¹	Employer	Note
10.	Accommodation, Allowance and Travel Costs during the German Course and Application/ Placement Process	X				he/she passes the German A.2 language exam and an additional 250€ for passing German B1 in the first attempt
11.	Visa fee	X				Work permit will be given by the BA in the context of the visa issuing
12.	Orientasi Pra Penempatan (OPP) / Pre Departure Orientation (PDO) / Preliminary Education		X			
13.	Local Transportation to Airport	X				
14.	Airplane tickets from Indonesia to Germany				X	
15.	Electronic Overseas Worker Card (e-PMI)		X			
16.	Application for the Recognition Process (Documents, fees)			X		
17.	Local Transportation when arrived in Germany from airport to residence				X	

No.	Activities	Candidate	IMWPB	BA/GIZ (Triple Win Programme) ¹	Employer	Note
18.	Professional Qualification for Recognition				X	Employer or public funding (if granted)
19.	German Course in Germany				X	Employer or public funding (if granted)
20.	Accommodation and living costs in Germany	X				

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