



REPUBLIK INDONESIA

**AGREEMENT
BETWEEN
THE MINISTRY OF INDONESIAN MIGRANT WORKERS
PROTECTION/INDONESIAN MIGRANT WORKERS PROTECTION BOARD,
REPUBLIC OF INDONESIA
AND
THE FEDERAL EMPLOYMENT AGENCY (BUNDESAGENTUR FÜR ARBEIT),
FEDERAL REPUBLIC OF GERMANY
ON
THE PLACEMENT AND PROTECTION OF INDONESIAN SKILLED
WORKERS IN NON-REGULATED PROFESSIONS IN THE FEDERAL
REPUBLIC OF GERMANY**

The Ministry of Indonesian Migrant Workers Protection/Indonesian Migrant Workers Protection Board of the Republic of Indonesia, located in Jalan Jenderal MT. Haryono Kav. 52, Jakarta 12770, Indonesia, hereinafter referred to as "MIMWP",

and

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

hereinafter referred to as "BA",

both hereinafter jointly referred to as "the Parties";

REFERRING to the Memorandum of Understanding between the Ministry of Manpower of the Republic of Indonesia and the Bundesagentur für Arbeit, Germany on Labour and Employment signed in Berlin on 23 December 2020 and in Jakarta on 29 December 2020;

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 Skilled Workers;

Preface

The 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 dated 16 July 2021 and dated 26 July 2021 shall remain effective and is not affected by this Agreement.

Article 1

Purpose

The purpose of this Agreement is to provide a framework of cooperation for active recruitment, placement and protection of Indonesian Skilled Workers in selected non-regulated professions in the Federal Republic of Germany between the Parties.

The cooperation framework may, if necessary, include the participation in a skill development programme to gain full recognition of the identified national degrees with regard to the corresponding German Reference Occupation.

This Agreement applies only to the placement of Workers pre-selected and placed by MIMWP in cooperation with the BA or Implementing Partners designated by the BA. An Annex will be created for each occupational group. This Annex will define the implementation, role descriptions and job specific provisions.

Article 2

Definition

- a. **Applicant** is an Indonesian national who is qualified and intends to work in the Federal Republic of Germany under this Agreement;
- b. **Candidate** is an applicant who has passed the selection process as described in the specific Annex(es);

- 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. **Skilled Worker** is any individual that possesses the necessary skills, qualifications, or prescribed level of licensure to perform the duties of their employment in Germany;
- e. **Employer** is a German legal entity who employs a Worker and has signed the Employment Contract;
- f. **Ministry of Indonesian Migrant Workers Protection/Indonesian Migrant Workers Protection Board** (hereinafter referred to as "MIMWP") is a ministry/government institution responsible for governmental affairs related to the protection of Indonesian Migrant Workers, including the recruitment and placement of the Indonesian Skilled Workers to the Federal Republic of Germany;
- 4. **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 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 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. **Implementing Partners** are designated additional public or private stakeholders and institutions identified by the BA that implement relevant activities under this Agreement;

- i. **Employment Contract** is a contract signed between the Worker and Employer;
- j. **Service Agreement** is concluded between the Implementing Partner (e.g. the GIZ and its Triple Win Program) and the participating Employer. This Service Agreement regulates, among other things, the services of the program, the participation criteria for Employers, the requirements for Employers and the Employer's fixed rate depending on the entry option;
- k. **Reference Occupation** is a description of a German professional title that will be used as reference to assess the equivalence of international qualification in relation to German qualification during the recognition procedure;
- l. **Reference Qualification** is a German diploma which is used to determine the equivalence of a corresponding international professional diploma;
- m. **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;
- n. **Regulated Professions** are professions whose activities are regulated by German law. Germans and non-Germans are only allowed to work in these professions if they have obtained a very specific qualification. This applies, for example, to nurses, doctors, teachers and lawyers. It also applies to certain master craftsmen and craftswomen, if they work as self-employed entrepreneurs. People with a foreign qualification who wish to work in a Regulated Profession in Germany require recognition of their foreign qualification or a professional license;
- o. **Non-regulated Professions** are professions whose activities are not regulated by German law. These include training occupations in the dual system (e.g. cook or motor vehicle mechatronics technician) and many academic occupations (e.g. chemist). In Non-regulated Professions, foreign Skilled Workers can obtain, but not necessarily need, a recognition of their foreign qualification to be able to work in Germany. A professional license / certificate of competency is not required.

Article 3

General Principles

1. This Agreement is based on the idea of fair migration. This means that it

- considers 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 Annex(es) of this Agreement shall form as an integral part of this Agreement.
 6. For the implementation of this Agreement, BA may be supported by designated Implementing Partners (e.g. the GIZ). The designation of Implementing Partner by BA shall be informed to and obtain consent from MIMWP in advance.

Article 4

Implementation

1. For the implementation of this Agreement, the cooperation in the placement and protection of Indonesian Skilled Workers under this Agreement shall be elaborated further in separate Annex(es).
2. The Annex(es) will specify, inter alia, agreed professions / job titles, criteria for the selection of Applicants, selection and placement process, cost structures, agreed standard Employment Contracts, recognition procedure (if applicable), labour market admissions, obligations of the Parties, and other related

necessary matters. The Annex(es) for each specific job title are living documents that will be updated based on the mutual written agreement of the Parties.

3. The duration of project activities carried out under this Agreement may vary and will be defined in the specific Annex(es).

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

Article 5

Process for the Assessment of Equivalence of the Foreign Professional Qualification in Non-Regulated Professions

1. In Non-regulated Professions, the recognition of the equivalence of the foreign professional qualification is not the only way to access the German labour market. However, Workers placed under this Agreement shall, in general, have their foreign qualifications recognized in Germany. In this case, Employers are also obliged to support their Workers in this process.
2. A foreign professional qualification is recognized in Germany if it is (partially) equivalent to a German professional qualification.
3. Subject to the job title and if required by the relevant residence title under German law, after arriving in Germany and taking up employment, Workers under this Agreement shall apply for the assessment of the equivalence of their foreign professional qualification as detailed in the specific Annex(es).
4. If there are substantial differences between the Indonesian professional qualification and the German Reference Qualification, the Workers shall acquire the necessary qualifications through skills development programmes in Germany, which may include preparing for and taking an examination.
5. The BA and/or its designated Implementing Partners shall advise and support the Workers in the process for the assessment of equivalence of their foreign qualification in Germany.
6. In regards to Paragraph 1 of this Article, the BA will 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 for Non-regulated Professions

1. The Workers shall be placed in qualified employment while carrying out skills development programs necessary to reach equivalence of the professional qualification in Germany as detailed in the specific Annex(es).
2. For carrying out the recognition process as well as for employment in Germany a Residence Permit is required. The prerequisite for the Residence Permit is the granting of a labour market admission by the BA.
3. Employment during the aforementioned process must not adversely affect the aim of obtaining recognition of equivalence.
4. If recognition of equivalence is not obtained or if the process is not completed within three years and a switch to another residence title is not possible, the Residence Permit will expire and the Worker must return to Indonesia.
5. The BA and/or its designated Implementing Partners shall provide the Applicants with information about opportunities to receive assistance with living and working in Germany. At the time of the conclusion of this Agreement, these opportunities include initial counselling and referrals to other services by the Working and Living in Germany Hotline as well as counselling services in Germany, such as the federally funded counselling services offered by the general Migration Advisory Service for Adult Immigrants (MBE), the Commissioner for Integration, counselling programmes run by the Länder (federal states), and the "Fair Integration" counselling centers when it comes to information on labour law. Publicly funded language training is possible in the Federal Republic of Germany within the applicable legal framework.

Article 7

Employment after Receiving the Recognition of the Foreign Professional Qualification in Non-regulated Professions

The Worker shall be employed with full respect to their qualifications and

competencies upon successful recognition of the equivalence of their foreign professional qualification along with the corresponding Residence Permit for employment as a Skilled Worker.

Article 8

Access Routes to the German Labour Market in Non-regulated Professions

1. The recognition process of professional qualification of Workers as regulated in Article 5 of this Agreement is applicable insofar as the placement in Germany takes place in accordance to (§ 16d Abs. 4 AufenthG (relevant residence title of the German Skilled Immigration Act) in Non-regulated Professions in all sectors stipulated in the Annex(es) to this Agreement.
2. The implementation of Articles 6 and 7 of this Agreement shall be in line with the prevailing German law on foreign workers working in Non-regulated Professions in all sectors and their subsequent possible change of legislation in the future.
3. The new Skilled Immigration Act introduced further entry options in March 2024, and especially the following possibilities:
 - a. Special provision for practical professional knowledge:

Skilled Workers who can prove practical professional work experience of at least two years within the last five years and a non-academic vocational qualification or an academic qualification recognised by the country of origin can also be granted labour market access in Germany without undergoing the formal process for the assessment of equivalence of the foreign professional qualification. In the case of a non-academic vocational qualification, training period of at least two years is required. As an alternative to a state-recognised qualification, a qualification from a German Chamber of Commerce Abroad may be sufficient under certain conditions. In addition, the job offer in Germany must assure a certain annual gross salary that is adjusted every year (€43,470 in 2025). If the employer is bound by collective agreements, remuneration according to the collective agreement is sufficient.

b. Entry and employment under a recognition partnership:

The recognition partnership requires a recognition partnership agreement signed by the skilled worker and the employer assuring that the recognition procedure will be carried out after arrival in Germany as part of the employment relationship. This agreement may also be included in the Employment Contract. It also makes it possible for applicants to obtain a residence title for qualified employment and to complete the necessary recognition procedure after entering the country. It is not necessary to initiate a recognition procedure or to have a notice of partial recognition prior to entry. The granting of a visa is linked to the obligation of the prospective skilled worker and the employer to apply for recognition after entry and to actively pursue the procedure. The basic requirements for a recognition partnership are, in addition to an employment contract and the recognition partnership agreement, the existence of a non-academic vocational qualification requiring at least two years of training or an academic qualification – both of which must be recognised by the country of training – and German language skills at level A2 (according to the Common European Framework of Reference for Languages [CEFR]). Residence Permits are usually issued for one year and can be extended to up to three years.

4. Approval for employment by the BA should be obtained internally as part of the visa procedure. During the BA's approval procedure, the fulfilment of the following requirements is checked with the help of a declaration of employment:
- a. The employment is permitted under the Residence Act or Employment Ordinance;
 - b. A concrete job is available;
 - c. The work conditions are comparable to those of German employees;
 - d. The salary corresponds to the salary of German employees.

Article 9
Service Agreement

For the implementation of this Agreement, the BA cooperates with its Implementing Partners (e.g. the GIZ and its Triple Win Program) whose services are subject to a charge for Employers. For doing so, the Implementing Partners, as appointed by the BA, shall conclude a Service Agreement with the participating Employer.

Article 10
Employment Contract

1. An Employment Contract is to be concluded between Indonesian Skilled Worker and participating Employer under this Agreement.
2. The BA checks the respective working conditions as part of the labour market admission procedure on the basis of a declaration of employment (See Article 8, paragraph 4). The Employment Contract must be drawn up on the basis of this declaration of employment. According to German law, it may not deviate from this. By signing the declaration of employment, the employer confirms that a foreign Skilled Worker has been offered a concrete job according to Section 18 (2) No. 1 of the Residence Act [AufenthG] and that the employee is truly practicing that occupation. The declaration is needed and has to be presented when applying for a residence title for the purpose of employment at the competent German mission abroad or the foreigner's authority in Germany. It is therefore not necessary for the BA to check the employment contract.
3. The BA shall require its Implementing Partner to ensure that all Employment Contracts are available by the time of entry and that Candidates are informed of their contents. Accordingly, the Implementing Partner shall provide the respective Employment Contracts in both German and a non-legally binding translation into Indonesian.
4. The Employment Contract shall be in line with the laws and regulations in

Indonesia and Germany. It shall consist at least the following elements:

- a. Name, profile and complete address of Employer;
 - b. Name and complete address of Indonesian Skilled Worker;
 - c. Position or type of job of Indonesian Skilled Worker;
 - d. Rights and obligations of the parties;
 - e. Working conditions and terms of employment that cover work hours, wage and payment procedure, rights to take leaves and break time, as well as the facilities and social security and/or insurance;
 - f. Duration of Employment Contract;
 - g. Security and safety assurances for Indonesian Skilled Workers during working.
5. The Employment Contract may be revised/adjusted to changes, e.g. due to changes in German Labour Law. Any changes to the Employment Contract shall be agreed by the Employer and the Worker in writing.

Article 11 **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.
3. Indonesian Skilled Workers who will be placed to Germany under this Agreement shall be registered under Indonesian Employment Social Security (*BPJS Ketenagakerjaan*).

Article 12 **Exclusion**

1. The Parties agree that Candidates, Employers, and Implementing Partners in breach of the provisions of this Agreement may be excluded from the placement process.

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

Article 13
Cost Structure

1. The Indonesian Skilled 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 law for Indonesian Migrant Workers.
2. The Parties will agree on the cost structure of the selection and placement process of the Indonesian Skilled Workers to the Federal Republic of Germany. The cost structure may vary depending on the agreed profession as detailed on such specific Annex(es).

Article 14
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. 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 unauthorized access, unauthorized changes and unauthorized disclosure.

Article 15
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 16
Amendment

This Agreement and/or its Annex(es) shall 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 17
Entry into Force, Duration, and Termination

1. This Agreement shall enter into force upon signature by the Parties 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 that will be communicated through diplomatic channels at least 3 (three) months prior to the intended date of termination.
3. In case of violation of the provision in this Agreement or a change in the underlying national law causing this Agreement to be invalid, either Party may terminate with immediate effect upon notification by an authorized e-mail signature followed by an official confirmation in writing through diplomatic channels.
4. The termination of this Agreement shall not affect the responsibilities of the Parties in relation with the rights of the Workers working in Germany under this Agreement nor the completion of the on-going program.

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

Signed in duplicate in Nürnberg on 3rd of December 2025

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 Ministry of Indonesian Migrant
Workers Protection / Indonesian Migrant
Workers Protection Board,
Republic of Indonesia**

**For the Bundesagentur für Arbeit,
Federal Republic of Germany**



Mr. Dwi Setiawan Susanto
Director General of Promotion and Overseas
Employment Opportunity Utilization



Mr. Steffen Sottung
Managing Director,
International Affairs

Annex 01

**SKILLED WORKERS IN THE FIELD OF HOTEL AND CATERING
OF THE
AGREEMENT
BETWEEN
THE MINISTRY OF INDONESIAN MIGRANT WORKERS PROTECTION/
INDONESIAN MIGRANT WORKERS PROTECTION BOARD,
REPUBLIC OF INDONESIA
AND
THE FEDERAL EMPLOYMENT AGENCY (BUNDESAGENTUR FÜR
ARBEIT),
FEDERAL REPUBLIC OF GERMANY
ON
THE PLACEMENT AND PROTECTION OF INDONESIAN SKILLED
WORKERS IN NON-REGULATED PROFESSIONS
IN THE FEDERAL REPUBLIC OF GERMANY**

Preface

This Annex sets out specifically the terms and conditions on the placement and protection of Indonesian skilled workers in the field of hotel and catering, particularly as cook or chef in culinary arts in the Federal Republic of Germany.

This Annex is an implementing document pertaining to Article 4 of the Agreement between the MIMWP and BA on the Placement and Protection of Indonesian Skilled Workers in Non-regulated Professions in the Federal Republic of Germany signed in Nürnberg on 3rd of December 2025.

This Annex forms as an integral part of the Agreement. It acts as a living document and shall be amended through mutual written consent of the Parties. This Annex and its subsequent amendment and/or modification shall not amend the terms and conditions already stipulated in the Agreement. Unless otherwise

stated, all definitions in this Annex shall refer to the definitions as set out in the Agreement.

To implement this Agreement and its Annex(es), the BA cooperates with the GIZ and its Triple Win Programme, whose services are subject to a fee for Employers. A Service Agreement is concluded between GIZ and the participating Employer.

The Parties agreed on the terms and conditions in this Annex as follows:

A. Placement Process

1. Obligations of the Parties

a. BA shall:

- 1) Plan, initiate, and monitor the implementation of activities carried out under the conditions of this Annex together with MIMWP, including to coordinate with GIZ to ensure the fulfilment of their obligations as detailed below;
- 2) Mandate its Implementing Partners for the operational implementation of the placement and protection process within the framework of this Annex;
- 3) Issue the labour market admission for the residence title;
- 4) Support the GIZ as the Implementing Partner in approaching Employers in Germany;

b. GIZ shall:

- 1) Support and monitor job advertisements and shortlisting of Applicants in Indonesia;
- 2) Organize the interviews, language courses including through reimbursement scheme (See Article B.2.) and a preparatory technical course online or in Indonesia;
- 3) Assist the Candidate with visa and recognition applications (assembly of necessary documents, application process is started in Germany and supported by the Employer) and travel arrangements;

- 4) Conduct the selection interviews for a participation in the Triple Win-Hospitality-Programme in Indonesia;
- 5) Coordinate the matching process: provide information about possible Employers to the Candidate and take into consideration of the Candidate's preferable choice of Employer;
- 6) Arrange the placement of Indonesian Skilled Workers in the field of hotel and catering in employment in the Federal Republic of Germany, for which the conditions of employment shall not be less favourable than those for comparable national workers;
- 7) Advise the Employer and the Skilled Workers regarding additional job-related language training and the recognition process in Germany;
- 8) Approach Employers in Germany, inform and advise them on the recruitment of Indonesian Skilled Workers;
- 9) Provide the result of matching process to MIMWP;
- 10) Monitor and support the recognition process in Germany in order to ensure that recognition is actually obtained by the Indonesian Skilled Workers in the field of hotel and catering;
- 11) Follow-up support for Workers after entry (max. 6 months), primarily through referral advice regarding regional integration support services (Welcome Center or similar) and establishing contact with diaspora networks;
- 12) Provide integration support for Employers and Workers in the field of hotel and catering in Germany with a welcome kit to the Employer and the Workers.

c. MIMWP shall:

- 1) Plan, implement, and monitor the cooperation together with BA;
- 2) Announce the application vacancy through SSKO-P2MI (Computerized System for Indonesian Migrant Workers Protection);

- 3) Coordinate with the relevant authority of the Republic of Indonesia in regard to the placement process of Indonesian Skilled Workers in the field of hotel and catering, including support in the administration and technical selection process and dissemination of the related information to the stakeholders in Indonesia;
- 4) Conduct verification on the relevant documents of the Applicants;
- 5) Ensure psychological test for the Applicants in Indonesia is carried out;
- 6) Facilitate interview for the Applicants;
- 7) Ensure medical examination for the Applicants in Indonesia is carried out;
- 8) Facilitate the preparation of documents needed for the Candidates to work in the Federal Republic of Germany, including passport and visa;
- 9) Register the Candidate in SSKO-P2MI (Computerized System for Indonesian Migrant Workers Protection);
- 10) Provide Pre-Departure Orientation for the Candidates before departing to the Federal Republic of Germany;
- 11) 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;
- 12) Ensure that the Candidates are enrolled in Indonesian Employment Security Scheme and National Health Insurance before departure to the Federal Republic of Germany;
- 13) Facilitate interview process to find an alternative Applicant if the Candidate who has been placed in employment does not enter the Federal Republic of Germany for conducting employment.

2. Selection Criteria

- a. The Applicant shall satisfy the following preliminary qualifications:
 1. Education Background:
 - a. Graduated from accredited education institution and

b. Holding:

- Diploma 3 (Ahli Madya Pariwisata / Associate Degree in Tourism); or
- Diploma 4 (Sarjana Terapan Pariwisata / Bachelor of Applied Tourism);

2. Work Experiences:

Minimum working experience of 2 years (internships during or after the training/apprenticeship not to be included);

3. Holding certificate from Indonesia Professional Certification Authority (BNSP) or other relevant certificate of competency according to the prevailing law of the Republic of Indonesia;
4. Legal age minimum of 18 years and maximum of 40 years;
5. Proof of a German language level of proficiency at least A2 (according to the Common European Framework of Reference for Languages) at the time of visa application. In the event that the Applicants have not yet acquired proof of German language level of proficiency A2, Triple Win programme can provide language course program. Triple Win Programme will pay a reimbursement for the cost of the classes and one written exam (A2), see Article B.2.);

b. Required documents for the application are:

- 1) Curriculum Vitae in English;
- 2) Motivation Letter in English;
- 3) Legalized Copy of Diploma Certificate;
- 4) Legalized Copy of Academic transcript;
- 5) Legalized Copy of Cooks (Culinary Arts) certificate from BNSP or other relevant certificate of competency according to the prevailing laws of the Republic of Indonesia;
- 6) Legalized Copy of Reference from previous employer (minimum 2 years work experience);
- 7) Copy of Passport (if any);
- 8) Attendance and/or level certificate for German language (if available).

3. Selection and Placement Process

- a. BA shall – based figures delivered by GIZ as the mandated implementing partner on the German – submit a demand letter to MIMWP stating the required number of Indonesian Skilled Workers in the field of hotel and catering in Germany.
- b. The submission of the demand letter shall be conveyed through the Indonesian Missions in Germany and such demand letter shall be duly verified by the Indonesian Mission.
- c. Upon receipt of the verified demand letter, MIMWP shall announce the vacancy as stated in the demand letter and conduct online registration for Applicants through SSKO-P2MI.
- d. MIMWP in coordination with related authorities of the Republic of Indonesia shall verify the applications for the Applicants.
- e. MIMWP shall arrange psychological test in Indonesia for Applicants who passed the online registration process.
- f. GIZ, facilitated by MIMWP, shall conduct the selection interviews for the Applicants who passed the psychological test.
- g. GIZ shall provide suitable candidates with an assurance acceptance into the program and reimbursement for the German language course (s. Article B.2.):
 - (i) If the A2 language certificate is achieved until a specified deadline; or
 - (ii) (Fast-Track): If a language certificate has already been achieved (not older than a specified deadline).
- h. GIZ provides MIMWP with the list of the accepted Candidates.
- i. Applicants who passed the interview shall perform medical examinations at healthcare facilities in Indonesia as designated and agreed by the Parties.
- j. MIMWP shall provide GIZ with the final list of Candidates who passed the medical examination.

- k. GIZ will ensure the fulfilment of the language requirements as specified in the selection criteria in clause A.2.5. The German language level must meet the eligibility for the residence title.
- l. GIZ will match the Candidates with qualified German Employers, organize the job interviews with the employers and coordinate the signing of the employment contract together with MIMWP.
- m. GIZ coordinates and supports the preparation for the departure.
- n. GIZ assists the Candidate in preparing the required documents for both the recognition application and the visa application process.
- o. The BA will submit the labour market approval.
- p. MIMWP shall provide Pre-Departure Orientation for Candidates before departure to the Federal Republic of Germany.
- q. MIMWP shall notify the Indonesian Mission in Germany regarding the list and travel itinerary of the Candidate.
- r. After arrival in Germany, GIZ shall advise and inform the Workers about the integration process. GIZ shall also advise the Employer and the Workers on the recognition procedure and inform and recommend options for continued language training in Germany.
- s. GIZ continues to monitor and support the process in Germany to ensure that recognition and employment of the Indonesian Skilled Workers as a cook are actually obtained.

B. Cost Structure¹

1. The respective costs shall be borne by the Parties as follows:

No	Activities	Candidate	MIM WP	Triple Win Programm e ²	Employer	Note
1.	Administrative and preparation process		X	X		
2.	Organisation of the Interviews			X		
3.	Medical Check-Up			X		
4.	Psychological Test	X				
5.	Passport	X				
6.	Indonesian Employment Insurance	X				
7.	A technical preparation will be provided through a kit and/or employers.			X	X	
8.	German Courses in Indonesia			X		(See Article B.2.)
9.	Translation of recognition			X		

¹The costs for entry are regulated here in accordance with 16d (para. 4). There may be deviations from this if other entry options are used, such as the experience pillar (see § 8 of the Agreement).

²The 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	Candi date	MIM WP	Triple Win Programme ²	Employer	Note
	documents and certification.					
10.	Visa fee			X		Work permit will be given by the BA in the context of the visa issuing
11.	Orientasi Pra Penempatan (OPP) / Pre Departure Orientation (PDO) / Preliminary Education		X			
12.	Local Transportation to Airport	X				
13.	Airplane tickets from Indonesia to Germany				X	
14.	Application for the Recognition Process (Documents, fees)				X	TWP will ensure the assembly of necessary documents and cover the necessary costs. The Recognition

No	Activities	Candi date	MIM WP	Triple Win Programm e ²	Emplo yer	Note
						process will be started in Germany and costs will be covered by the employer.
15.	Local Transportation when arrived in Germany from airport to residence				X	
16.	Professional Qualification for Recognition				X	Employer or public funding (if granted)
17.	German Course in Germany				X	Employer or public funding (if granted)
18.	Accommodation and living costs in Germany	X				The employer will assist the employee in finding a suitable accommodation in Germany. The selected chef will bear the expenses in full or in part of the board

No	Activities	Candi date	MIM WP	Triple Win Programm e ²	Emplo yer	Note
						and lodging.
19.	Salary			The gross monthly salary in full-time employment is at least equal to the statutory minimum wage chefs in accordance with the currently applicable collective agreement of the hospitality industry (under DEHOGA).		

2. Language Learning Model:

- a. The cost of obtaining an A2 certificate is reimbursed once the Candidate is placed by the program. The Candidate receives a reimbursement for the preparatory classes and costs for one exam trial. Candidates will always be reimbursed for their expenses if they accept the job offer or leave through no fault of their own. Proof of the respective costs must be submitted accordingly.
- b. Fast-track: Candidates who have already obtained the A2 language certificate when applying for Triple Win Programme will also be eligible for reimbursement, which will be decided on a case-by-case basis if GIZ can confirm that they have sufficient German knowledge.
- c. The Triple Win Programme will determine the amount of the reimbursement depending on the average costs of several representative language schools in Indonesia. It will be a fixed amount, the same for all Candidates, which will cover the necessary costs to obtain Level A2 in Indonesia. Depending on the case, this amount may differ from the actual costs paid. MIMWP will be informed about the amount.
- d. Candidates may choose the language school from which they receive training according to their preferences and criteria.
- e. Additional costs, such as visa fees and medical examinations, are also covered by the program.

- f. A visa appointment can only be made after obtaining the A2 certificate. Once this appointment has been made, Candidates will then be advised by the Tripple Win Programme to apply for the medical check-up, if applicable, before the visa appointment.
- g. Recognition costs will be covered by the Employer. To organise this, Candidates need to coordinate with the Triple Win Programme after obtaining the A2 certificate.
- h. Additional costs for a B1 language course in Germany after arrival are not covered by the Triple Win Programme. This should be coordinated directly between the Candidates and their future Employers. In addition, the respective language learning support offers at the federal or local level can be taken into account.

C. Recognition process in Non-regulated Professions

According to the Agreement, Indonesian Skilled Workers in the field of hotel and catering can be placed in employment in Germany even without having their professional qualifications recognized before entering Germany. This means that their Residence Permit allows them to enter Germany, but the process of determining equivalence for their qualifications must be initiated and addressed immediately upon their arrival in Germany.

However, the Indonesian Skilled Workers in the field of hotel and catering must provide evidence of a professional qualification from the country of origin as specified in the Agreement. At the latest after arriving in Germany and taking up employment, the procedure for recognising this foreign professional qualification must then be initiated.

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

Components of the application for recognition are usually:

1. Translation in English or German and certification of the required documents and evidence;

2. Application to the competent recognition body for an assessment of the equivalence of the foreign professional qualification;
3. If differences have been identified in the procedure: vocational qualifications to compensate for the differences;
4. 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.

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 of documents into English or German 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 Indonesian Skilled

Workers for the application to the 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.

Maximum Duration of Residence until Obtaining Full Equivalence

The Residence Permit is initially limited to one year. The extension depends on whether proof is provided that the recognition procedure has been carried out consistently and that the necessary qualifications, examinations, etc. have also been carried out.

The Workers in the field of hotel and catering must complete the necessary qualifications within a maximum of 3 years and obtain the full equivalence of their qualification in Germany. Only if full equivalence is achieved within this period is further residence in Germany possible for employment as a recognised skilled worker.

Support from One's Employer

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

D. Labour Market Admission Procedure for the Recognition process in non-regulated professions

The procedure outlined refers to Indonesian Skilled Workers who wish to enter Germany to gain recognition in a non-regulated profession. They require an entry visa and a Residence Permit. The Agreement substantiates the Residence Permit. The relevant legal bases for this are § 16d (4) of the Residence Act (AufenthG) and § 2 of the Employment Ordinance (BeschV).

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 BA 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;
2. Approval by the BA 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.

In the case of the intended occupation, the BA 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 twenty hours a week independently of the Residence Permit - § Section 16d (4) Sentence 1 and Sentence 3 of the Residence Act (AufenthG).

Furthermore, necessary are:

- Assurance from the Employer with a concrete job offer for employment as a recognized skilled worker starting from the successful completion of the recognition procedure.
- Declaration of the foreign skilled workers 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.

Before the expiry of the entry visa, the Workers in the field of hotel and catering 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 BA on the basis of the evidence of the actual implementation of the recognition procedure and the commencement of employment. If these are available, the 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 Workers in the field of hotel and catering prove that he/she has consistently pursued the recognition procedure during his/her time in Germany.

Proof of the consistent pursuit of the recognition procedure can be provided by means of suitable written documents, e.g.

1. Application for recognition;
2. Partial recognition notice;
3. Confirmation of participation by the institution of a qualification measure;
4. Employment certificate with company qualification content;
5. Confirmations of tests taken;
6. Evidence of good prospects of repeating failed examinations;
7. Further correspondence with bodies responsible for recognition.

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

1. If the maximum residence period of three years has expired, this Residence Permit cannot be renewed for the purpose of professional recognition.
2. If the Workers 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 Workers. For this purpose, the

recognised Skilled Workers in the field of hotel and catering can now apply for a residence permit for gainful employment at the Immigration Office responsible for them in Germany.

Final provision

This Annex shall enter into force upon signature by the Parties and shall remain in force for an indeterminate period as referred to the Agreement.

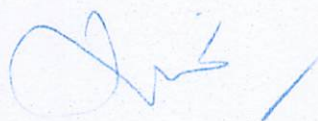
In witness whereof, the undersigned being duly authorized thereto, have signed this Annex(es).

Signed in duplicate in Nürnberg on 3rd of December 2025

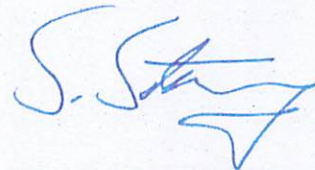
Each in Indonesian, German and English languages, all texts being equally valid. In case of any divergence on the interpretation of this Annex, the English text shall prevail.

**For the Ministry of Indonesian Migrant
Workers Protection / Indonesian
Migrant Workers Protection Board,
Republic of Indonesia**

**For the Bundesagentur für Arbeit,
Federal Republic of Germany**



Mr. Dwi Setiawan Susanto
Director General of Promotion and
Overseas Employment Opportunity
Utilization



Mr. Steffen Sottung
Managing Director,
International Affairs