



**Memorandum of Understanding (MOU) on the  
Recruitment of Foreign Seasonal Workers  
Between The Government of Haenam-gun, Jeollanam-do,  
Republic of Korea,  
and Department of Home Affairs of Lang Son Province,  
Socialist Republic of Vietnam**



**Article 1. Purpose**

The purpose of this Memorandum of Understanding (hereinafter referred to as “this MOU”) is to enhance exchange and cooperation in the dispatch and reception of seasonal workers between The Government of Haenam-gun, Jeollanam-do, Republic of Korea, and the Department of Home Affairs of Lang Son Province, Socialist Republic of Vietnam (hereinafter collectively referred to as “The Parties,” and individually referred to as “Party A and Party B”), in accordance with the laws of the Republic of Korea and the laws of Vietnam.

The Parties hereby enter into a cooperation agreement on the selection and reception of foreign seasonal workers with the following contents.

**Article 2. Parties to this MOU**

1. The Government of Haenam-gun, Jeollanam-do, Republic of Korea (hereinafter referred to as “Haenam-gun”)
2. Department of Home Affairs of Lang Son Province, Socialist Republic of Vietnam (hereinafter referred to Department of Home Affairs of Lang Son Province”)

**Article 3. Agreement**

1. The Parties shall cooperate with one another and coordinate efforts to ensure the effective implementation and successful fulfillment of this MOU.
2. The Parties recognize and respect the reception of foreign seasonal workers as a legal and important method.
3. The Parties shall implement the contents of this MOU related to the receiving, training, and recruitment agencies for foreign seasonal workers.

**Article 4. Principles of Execution and Implementation**

The execution and implementation of this MOU shall comply with the laws and regulations of the Republic of Korea and Vietnam, as well as international treaties. This MOU sets forth the employment of foreign seasonal workers from Vietnam under the Foreign Seasonal Worker Program (hereinafter referred to as the “Program”), implemented by the Ministry of Justice of the Republic of Korea. The Program is project that allows foreign seasonal workers to

engage in short-term seasonal employment in the agricultural sector of Haenam-gun, Jeollanam-do, Republic of Korea for a maximum of eight months after entry.

## **Article 5. Rights of both parties**

### **1. The Parties shall undertake the following terms and provisions:**

a. The Parties shall make every effort to implement the provisions of this MOU, and any matters not specified herein shall be governed by the laws and regulations of the Republic of Korea and Vietnam.

b. The Parties shall ensure that each agreement complies with the laws, regulations, and current policies of the Republic of Korea and Vietnam.

c. In the event of a contractual dispute, the Parties agree that both contracting parties have the right to file a claim with the competent authority in accordance with applicable laws and regulations.

d. In the event of a violation of the laws of either country, the relevant institutions and individuals involved in the implementation of this MOU may be subject to legal action.

e. The Parties shall cooperate with one another and make every effort to resolve any issues that arise during the implementation process.

f. The Parties and employers may impose only necessary costs on seasonal workers, including airfare, medical examinations, and administrative fees. No other additional fees or charges shall be imposed on seasonal workers.

g. Either Party may unilaterally terminate this MOU in the event of a serious violation.\*

\* Serious violations are defined as follows:

(1) If a domestic or foreign local government delegates the authority to conclude an MOU or assigns responsibilities related to worker recruitment, selection, or allocation to an individual or entity that is neither a local government, a central government, nor a public institution.

(2) If any tangible or intangible compensation (excluding necessary administrative costs) is exchanged in connection with the conclusion of this MOU or the operation of the seasonal worker program.

(3) If any other substantial reason is recognized that may restrict the operation of the seasonal worker program.

h. If the Parties impose administrative costs on workers, they must transparently disclose a detailed breakdown of such costs, including the amounts, to the workers.

### **2. Haenam-gun shall strictly comply with the following terms and provisions:**

a. Haenam-gun shall carry out the necessary invitation procedures within the Republic of Korea to enable seasonal workers to obtain a visa at the diplomatic mission of the Republic of Korea in Vietnam.

b. Haenam-gun shall assign seasonal workers who have entered the Republic of Korea to the employers with whom they have signed an employment contract and shall provide any guidance, education, counseling, and support necessary for their stay in the Republic of Korea.

c. Haenam-gun shall verify the entry and departure status of seasonal workers and manage their operational status accordingly.

d. Haenam-gun shall provide interpretation support to facilitate the quick adaptation of seasonal workers. Additionally, Haenam-gun shall actively work to prevent their unauthorized departure from accommodations and workplaces (illegal stays) by conducting regular inspections of those places.

e. Haenam-gun shall actively ensure that employers comply with labor conditions and protect the human rights of seasonal workers. In cases where a seasonal worker is confirmed to have been a victim of human rights violations, Haenam-gun shall actively take measures to ensure that the worker does not suffer any disadvantages in employment contract procedures, re-entry recommendations, or any other related matters.

f. In the event of human rights violations such as assault, sexual harassment, sexual violence, or abusive conduct, the affected worker shall be immediately separated from the assailant. Haenam-gun shall actively support the victim's relief, including reporting such human rights violations to the relevant authorities and implement necessary protective measures.

g. In accordance with Paragraph 4 of the Supplemental Agreement, Haenam-gun shall ensure the full implementation of labor conditions for seasonal workers.

**3. Department of Home Affairs of Lang Son Province shall strictly comply with the following provisions:**

a. Lang Son Province shall comply with the requirements established by Haenam-gun regarding the selection and deployment of seasonal workers.

b. Main tasks related to seasonal workers, including the conclusion of this MOU, as well as the recruitment, selection, and dispatch of workers, shall be conducted transparently and fairly. Lang Son Province shall not delegate these responsibilities to private individuals or organizations that are not local governments, the central government, or public institutions.

c. Prior to departure, Lang Son Province shall provide training to workers on information regarding the relevant local government in the Republic of Korea, the disadvantages of unauthorized departure from accommodations and workplaces (illegal stay), and the guarantee of re-entry opportunities for those who diligently fulfill their employment contract period.

d. Lang Son Province shall dispatch seasonal workers in accordance with the entry schedule requested by Haenam-gun. It shall also ensure the completion of all necessary administrative procedures, including the government's overseas employment permits, travel insurance, and COVID-19-related requirements, before the workers enter the Republic of Korea, as well as provide support for visa applications.

e. Lang Son Province shall cooperate even in cases where Haenam-gun does not invite workers or cancels their visas due to internal circumstances.

f. In the event of a seasonal worker's unauthorized departure from his or her accommodations or workplace, the seasonal worker dispatch MOU with Department of Home Affairs of Lang Son Province and Haenam-gun shall be suspended in accordance with the regulations\* of the Ministry of Justice of the Republic of Korea.

\* (1) If 20% or more of the seasonal workers dispatched by Lang Son Province leave their accommodations or workplaces without authorization, Lang Son Province, Vietnam shall be suspended from dispatching workers for a period of one year (visa issuance restrictions shall apply).

(2) If 50% or more of the total seasonal workers from Vietnam leave their accommodations or workplaces without authorization, all local governments within Vietnam shall be suspended from dispatching workers for a period of one year (visa issuance restrictions shall apply).

(3) If 70% or more of the total seasonal workers from Vietnam leave their accommodations or workplaces without authorization, all local governments within Vietnam shall be suspended from dispatching workers for a period of three years (visa issuance restrictions shall apply).

g. To prevent unauthorized departures from accommodations and workplaces, Lang Son Province shall establish communication channels with seasonal workers and facilitate communication with Haenam-gun. In the event of a seasonal worker's unauthorized departure from their accommodations or workplace, Lang Son Province shall make every effort to facilitate the worker's return to their home country by requesting the worker's family to persuade them to voluntarily return, along with dispatching local government officials to assist with said worker's return.

h. To prevent damage to agricultural households in the Republic of Korea caused by seasonal workers leaving their accommodations or workplaces without authorization, Lang Son Province shall actively work to ensure that its workers immediately return to their home country upon completing their seasonal employment obligations.

i. Lang Son Province shall provide training to ensure that seasonal workers settle any compensation for damages to the employer's property caused by their negligence before departing the country.

j. If seasonal employment is terminated due to the fault of the worker rather than that of the employer, Lang Son Province shall take immediate measures to return the worker to their home country.

k. Seasonal workers who have received a re-entry recommendation confirmation from Haenam-gun shall be given priority selection for the next employment cycle.

l. If a seasonal worker is confirmed to have been a victim of human rights violations during participation in the seasonal worker program, and Haenam-gun requests a re-entry recommendation or renewed participation in the program, Lang Son Province shall work to ensure that the worker is not restricted from leaving the country.

## **Article 6. Implementation Provisions**

1. This MOU shall remain valid for two years and shall take effect from the date of signing by the representatives of the Parties.

2. This MOU shall be automatically renewed annually unless the government of the Republic of Korea designates the other country (or local government) as a sanctioned entity due to cases of unauthorized departure from accommodations and workplaces, and neither Party raises an objection. If either Party wishes to terminate or amend this MOU, prior notice must be given at least three months in advance.

3. In the event of difficulties in the implementation of this MOU, the Parties shall cooperate with one another to adjust (or amend) the agreed terms in accordance with the laws, regulations, and circumstances of both countries.

This MOU was concluded on ( *April 9* ), 2026, in Haenam-gun, Jeollanam-do, Republic of Korea, and on ( *March 31* ), 2026, Department of Home Affairs of Lang Son Province, Vietnam. It has been prepared in two identical copies each in English, Vietnamese, and Korean, with each Party retaining one copy. In the event of any discrepancies in interpretation, the English version shall prevail.

On behalf of  
Home Affairs of Lang Son Province,  
Socialist Republic of Vietnam



Ms. Hoang Thi Hien  
Director of Department

On behalf of  
Haenam-gun, Jeollanam-do, Republic of  
Korea

권한대행

부국장

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Mr. Myeong Hyeon-Gwan  
Governor of Haenam-gun



Attachment: One copy of the Supplemental Agreement.

## Conditions for the Selection and Dispatch of Workers

### 1. Parties to this MOU

#### a. Haenam-gun

- Address: 4 Guncheong-gil, Haenam-eup, Haenam-gun, Jeollanam-do
- Department: Haenam County Office, Agricultural Administration Division, Marine Fisheries Division
- Contact Information: Tel: +82-61-530-5076,  
Fax/Email: +82-61-530-5584

#### b. Department of Home Affairs of Lang Son Province

- Address: 4, Quang Trung Street, Luong Van Tri Ward, Lang Son Province
- Department: Labor, Employment - Social Insurance
- Contact Information: +84 2053812110,  
Email: sonoivulangson.gov@gmail.com

When signing a central-level MOU, the specific locality responsible for the recruitment and dispatch of labor must be clearly specified.

### 2. Selection Criteria and Eligibility

a. Eligible Applicants: Individuals who have legally resided in Lang Son Province for at least 12 months from the date of legal residency recognition by the competent authority of Vietnam who are in good physical health and have no restrictions on overseas travel.

b. Age: Males and females between the ages of 25 and 50 (age based on international standards)

c. Occupation: Agricultural worker with more than one year of experience (submit supporting documents proving agricultural employment for each worker).

d. Individuals who have dependents and are endorsed by two reputable local agencies, such as the province and the ward/commune of residence (without any guarantee fees).

e. Ineligible Applicants: Individuals with a criminal record, tuberculosis or other infectious diseases, or a history of drug use. Additionally, applicants must have no record of any illegal stay in the Republic of Korea. Applicants who are pregnant or who have experienced childbirth within the past year are ineligible. In addition, if an applicant has any condition deemed unsuitable for entry into the Republic of Korea, they will also be ineligible to apply.

f. Selected seasonal workers must obtain travel insurance for the entire period from departure until their return to their home country.

g. Workers shall bear the expenses for mandatory administration and departure-related documents, including basic training (culture, law, labor safety, Korean language, etc.) conducted by Vietnam, criminal record certificate fees, passport and visa issuance fees, and medical examination fees.

### 3. Number of Workers and Dispatch Schedule

- a. Number of Workers: Determined through mutual consultation

b. Dispatch Schedule: Based on Haenam-gun's request, either in the first half (January – June) or the second half (July – December) of the year

#### **4. Working Conditions**

a. The employment contract period shall last up to a maximum of eight months from the date of entry (E-8 visa).

##### **b. Payment of Wages**

- Wages shall be paid once per month, no less than the minimum wage stipulated by the laws of the Republic of Korea.

※ Wages shall be guaranteed for at least 35 hours per week (total working hours × applicable annual minimum hourly wage).

- Wages shall be deposited into the seasonal worker's bank account under their own name, with payment calculation starting from the first working day after assignment to their place of work.

- If the worker and the employer agree on overtime or holiday work, the employer shall pay the overtime wages in accordance with the regulations of the Republic of Korea.

##### **c. Working Hours, Breaks, and Holidays**

- The standard working hours shall be 7 to 8 hours per day, but the worker and employer may agree to adjust the working hours within a maximum limit of 10 hours per day.

- Break times, including meal breaks, are not counted as working hours. A break of at least 30 minutes shall be provided for every 4 hours of work.

※ Meal breaks are included in break times, and a one-hour break shall be provided for work exceeding eight hours.

- At least four holidays per month shall be guaranteed. If the worker and employer agree to work on a holiday, a substitute holiday shall be provided on another date, or compensation shall be paid for the hours worked.

##### **d. Accommodation and Living Conditions**

- The employer shall provide accommodation with adequate living conditions.

- Inappropriate facilities such as vinyl greenhouses shall not be used as accommodation. The accommodation shall be equipped with heating and cooling systems, shower facilities with hot water, interior locks, and fire extinguishers.

- Workers shall settle any costs of damages and breakages to the employer's property (including buildings, furniture, and household electrical appliances) caused by their negligence during their stay, before departure.

- The employer shall specify the accommodation and meal fees in the employment contract. If a prior agreement is made with the worker and a deduction consent form for accommodation and meal fees is signed, the fees may be deducted from the monthly wage before payment.

##### **e. Transportation Costs**

- The worker shall bear airfare costs for entry to and departure from the Republic of Korea. However, if the worker enters the Republic of Korea and fulfills their obligations before departing, Haenam-gun and Department of Home Affairs of Lang Son Province may provide partial support directly to the worker within reasonable budget limits.

- Transportation between the domestic airport and Haenam-gun, Jeollanam-do, Republic of Korea for the worker's entry to and exit from the Republic of Korea shall be supported by Haenam-gun.

f. Insurance

- The employer shall be required to enroll the worker in industrial accident compensation insurance before the worker begins work after entering the country.

- The worker shall obtain travel insurance before entering the Republic of Korea.

g. In the event of the worker's death during work, the deceased's remains and personal belongings shall be returned to Vietnam. The process and costs shall be resolved through coordination between the Embassy of Vietnam in the Republic of Korea, Haenam-gun and Department of Home Affairs of Lang Son Province.

h. In the event of unfair treatment of seasonal workers by the employer, or in the event of wage arrears, Haenam-gun shall immediately ensure corrective action is taken. If the employer refuses to comply, legal measures will be taken to protect the worker's human rights.

i. The worker may only work at the workplace of the employer with whom the employment contract is signed.

j. Termination of Contract During Employment

- If a worker experiences a serious issue impacting their work due to a disease not listed in the health certificate submitted during the visa application, or if the worker leaves the workplace for more than 5 days without prior notice or neglects their duties and receives more than three warnings from the employer, Haenam-gun may confirm the facts and return the worker back to their home country.

- If the contract is terminated during the employment period due to reasons not caused by the worker, the workplace shall be changed. However, the worker shall begin work only after obtaining approval for the change of workplace from the immigration office of the Republic of Korea.

- If the contract is terminated during the employment period due to issues caused by the worker, the worker shall be responsible for compensating the employer for any damages caused and bear the cost of return to his or her home country.

- If the contract is terminated due to force majeure (disaster, war, calamity, or employer bankruptcy) and the worker is to depart, the cost of return shall be shared between the employer and the worker through mutual agreement, simultaneously, in accordance with legal regulations, Haenam-gun and the Department of Home Affairs of Lang Son Province will consider providing support to the workers.

k. If the worker commits a crime while staying in the Republic of Korea, the worker shall be reported to the relevant authorities and punished in accordance with the laws of the Republic of Korea.

l. In the event of any issues not specified in the employment contract or this MOU, the provisions of the Labor Standards Act of the Republic of Korea shall apply.

## **5. Entry and Exit**

a. The entry and exit resulting from the dispatch of seasonal workers shall be conducted in groups, and individual entry is prohibited.

b. The visa issuance certificate, visa issuance approval at the review stage, or entry during the immigration inspection process may be denied to workers, even if they were invited by Haenam-gun.

c. In the event of contract termination due to the worker's fault,\* the worker may be subject to return regardless of the contract duration.

**On behalf of  
Home Affairs of Lang Son Province,  
Socialist Republic of Vietnam**



**Ms. Hoang Thi Hien**  
Director of Department

**On behalf of  
Haenam-gun, Jeollanam-do, Republic of  
Korea**

권한 대행



부관 *가보*  
**Mr. Myeong Hyeon-Gwan**  
Governor of Haenam-gun

9. April. 2026.