MEMORANDUM OF UNDERSTANDING ON COOPERATION IN PUBLIC EMPLOYMENT SERVICES AND VOCATIONAL TRAINING BETWEEN THE

FLEMISH SERVICE FOR EMPLOYMENT AND VOCATIONAL TRAINING (VLAAMSE DIENST VOOR ARBEIDSBEMIDDELING EN BEROEPSOPLEIDING)

AND

WORKFORCE DEVELOPMENT AGENCY OF THE MINISTRY OF LABOR, TAIWAN

The Flemish Service for Employment and Vocational Training (Vlaamse Dienst voor Arbeidsbemiddeling en Beroepsopleiding, hereinafter referred to as VDAB), Keizerslaan 11, 1000 Brussels, Belgium and Workforce Development Agency of the Ministry of Labor (hereinafter referred to as WDA of MOL), 4F., No.439, Zhongping Rd., Xinzhuang Dist., New Taipei City 24219, Taiwan - hereinafter referred to as "the Parties" or individually as "Party" unless the context otherwise requires - express their desire to establish cooperation in the field of public employment services and vocational training in the coming years through this Memorandum of Understanding (hereinafter the "MOU")

The Parties agree to focus on the following key arrangements.

Article 1 Objective

This MOU is to enhance and promote cooperation between the Parties for the purpose of implementing activities in the fields of public employment services and vocational training, on the basis of reciprocity and mutual benefit.

Article 2 Principles of Cooperation

The Parties, in accordance with their own laws, policies, rules and regulations, will foster cooperation in the fields of public employment services and vocational training, with regard to:

- 1. Sharing of knowledge and skills via interactions, such as meetings, conferences, symposia and other forms of institutional collaboration; and
- 2. The development of governmental cooperation through consultations between the Parties in order to address activities of mutual interest, including international events organized by both parties.

Article 3 Scope and means of Cooperation

The areas of cooperative activities may include the following:

- Fostering institutional linkage between VDAB and the Taiwan public employment service centers and institution and registered training organization and institution
- Collaborating on public employment services and vocational training policy and system design, including in relation to quality assurance and good governance
- c. Sharing best practices on public employment services and vocational training programs
- d. Cooperation in the exchange of skills, knowledge related to methodologies, new technology use, and workforce development.
- e. Encouraging cooperation to improve the quality of Trainers and Assessors
- f. Exchange of labour market information data
- g. Other cooperative items agreed upon by the Participants.

Cooperative activities may be implemented through a variety of means, such as the exchange of best practice and information, joint projects, studies, exchange visits, visits, workshops and dialogue as the Participants may agree, including in relation to international events.

Article 4 Confidentiality

The Parties shall ensure that mutually provided information, documents, and personal data are kept confidential. In the event that the use of the aforementioned information is restricted or that it will not be used for the purpose for which it was provided or that it will be shared with a third party, the consent of the Party providing it shall be secured by prior notice.

Article 5
Economic Commitment

Each Party will bear its own expenses in connection with this MOU, unless otherwise determines by the Parties. The cost of all cooperation activities carried out by the Parties in the implementation of this MOU will be borne as mutually determined. All cooperation activities undertaken by the Parties under this MOU will be subject to the availability of funds.

When preparing the budgets for the coming year, each of the Parties will allocate and manage funding for cooperation activities in accordance with its own laws and regulations.

Article 6 Meetings and consultations

The leaders or representatives of the Parties may hold meetings or conduct consultations in order to discuss and improve the cooperation to be carried out in accordance with this MOU. Each Party shall appoint a person of contact and eventually coordinators as the Parties and their representatives deem necessary.

Article 7 Amendment

This MOU may be amended by the mutual determination of the Parties. A Party that wishes to amend the MOU will notify the other in writing, including all relevant details. Amendments will become effective once each Party has notified the other in writing of its consent, in accordance with its own laws, policies, rules and regulations.

Article 8 Review Meeting

The designated persons of contact shall meet periodically, at times and places of their choosing, to review this MOU and discuss the activity planning.

Article 9 Term

This MOU will come into effect on the date of its signature and will remain in effect unless either Party informs the other in writing, at least six months in advance of the date of termination, of its intention to termination the MOU.

Dispute Settlement

Any difference or dispute that may arise between the Parties in connection with the interpretation and/or implementation and/or application of this MOU will be resolved through direct negotiations as soon as possible by the Parties.

Article 11 Supplementary Provisions

This MOU does not constitute a treaty under international law. It cannot serve as the basis for any right or obligation under international law.

The Parties shall use English as the medium of their communication when they engage in cooperation in accordance with this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective authorities, have signed this MOU.

Signed two originals in the English language at Taipei on Nov. 2th, 2018, duplicate each in the Dutch and Chinese, all texts are equally valid.

For VDAB

Fons Leroy

Chief Executive Officer

For WDA of MOL

Huang, Chiu-Kuei

Director-General