**MEMORANDUM OF UNDERSTANDING**

**FOR PRE-DEPARTURE TRAINING PROGRAM ON**
**PROFESSIONALE TRAINING**
**LINGUISTIC, SAFETY, CUSTOM,**

**AND**

**TECHNICAL INTERNSHIP FOR TRAINEES, SKILLED AND HIGHLY SKILLED WORKERS**
**FROM BANGLADESH TO ITALY**

**THE MINISTRY OF EXPATRIATES' WELFARE AND OVERSEAS EMPLOYMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**

**AND**

**ITALBANGLA COORDINATION AND DEVELOPMENT ASSOCIATION**

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**Memorandum of Understanding**

**Between**

**The Ministry of Expatriates' Welfare and Overseas Employment Government of the People's Republic of Bangladesh**

And

**ITALBANGLA COORDINATION AND DEVELOPMENT ASSOCIATION**

**On**

**The Pre Departure Training Program for Technical Interns, Skilled and High Skilled Workers from Bangladesh to Italy**

The Ministry of Expatriates' Welfare and Overseas Employment, Government of the People's Republic of Bangladesh, address at 71-72 Old Elephant Road Eskaton, Dhaka 1000, Bangladesh, (hereinafter referred to as the "MEWOE")

and

**ITALBANGLA COORDINATION AND DEVELOPMENT ASSOCIATION** Italian Community Development and Job Placement Organization, address at Via di Torpignattara 110, 00177 Rome, Italy , (hereinafter referred to as the **"ITALBANGLA")** hereinafter referred to as the Parties.

**Context**:
The Parties have agreed to collaborate on the conduct of the Pre-Departure Training Program for Technical Interns, Skilled and High-Skilled Workers from Bangladesh to Italy (hereinafter referred to as the **"Pre Departure Training Programs".** The program aims to promote enterprise development, human resources enhancement, and international mutual understanding in accordance with the "Act Regarding Appropriate Implementation of Technical Intern Training for Foreigners and Technical Interns."

**Legal Framework**:

1. PURSUANT TO ART. 22/23/24 OF D.LG.VO 25.7.1998, N. 286 AS AMENDED BY LAW 189/2002 AND ART.38 OF D.P.R. 394/99 and subsequent amendments of the decree-law 21 June 2022, n. 73
2. The three-year quota for 2023-2025 for the entry of foreign citizens into professional training courses and internships, as indicated on integrazionemigranti.gov.it (23A04480) (GU General Series n.183 dated 07-08-2023).
3. Modifications under the **"Cutro Decree”** (Legislative Decree 20/2023, as converted by Law 50/2023), which places incoming non-EU citizens who completed approved training programs outside the quotas of the Flow Decree. The adoption of Guidelines by the Ministry of Labor and Social Policies regarding the preparation of training programs and criteria for evaluation.
4. **"Programming of legal entry flows into Italy of foreign workers for the three-year period 2023-2025,"** The Decree from the President of the Council of Ministers dated September 27, 2023, concerning the published in the Official Journal on October 3, 2023.

**A total of 452,000 foreign citizens will be admitted to Italy for reasons of seasonal and non-seasonal subordinate work and self-employment**, divided as follows:

 a) 136,000 foreign citizens for the year 2023;

b) 151,000 foreign citizens for the year 2024;

c) 165,000 foreign citizens for the year 2025

**Agreement**: By taking into account the respective national laws and regulations in force, the Parties hereby agree as follows:

**Article 1:**

**Objectives of the MOU for MEWOE**

The objective of this MOU for MEWOE is to enhance human resources development, open oversean employment oppertunity a key national policy of Bangladesh, by dispatching **Pre-departure Training to Technical Interns, Skilled and High Skilled** (hereinafter collectively referred to as "Technical Interns") to Italy with **low migration cost** through the Technical Interns through **Pre Departure Training Program.** This initiative aims to facilitate the transfer of technical skills and knowledge at Accepting Companies in Italy (hereinafter collectively referred to as "Accepting Companies"). The aim is to equip these Technical Interns to contribute significantly to the economic growth of Bangladesh by utilizing their resources and the expertise acquired during their time in Italy.

**Article 2:**

**Objectives of the MOU for ITALBANGLA**

ITALBANGLA Coordination and Development Association committed to creating opportunities for the Bangladeshi community in Italy and to enhancing development initiatives in Bangladesh through a focus on education, integration, and employment. This MOU seeks to promote the further development of the Technical Intern Training Programs in Italy in line with Bangladesh's national human resources development objectives.

By supporting the dispatch of Technical Interns by MEWOE, ITALBANGLA facilitates the acquisition of practical technical skills and knowledge in Accepting Companies. The aim is for these interns to play pivotal roles in the economic development of Bangladesh, either by advancing within existing enterprises or by starting their own businesses following their return. Furthermore, this program nurtures enterprise development in both countries and fosters mutual understanding and economic growth. ITALBANGLA will operate as a recognized Accepting Organization under Italian law.

### Article 3:

### Mission of “ITALBANGLA WORK PROJECT”

ITALBANGLA is dedicated to establishing a Pre-Departure Program for Italy and across Europe that empowers Bangladeshi workers to enhance their economic and social prospects. Through initiatives like **"Bangla Dream"** and partnerships with various institutions and training centers, **ITALBANGLA** strives to improve the **“quality of life for expatriates”** by providing **“Language and Professional Training Programs”.** These initiatives are designed to equip workers with the essential skills needed for effective integration into the Italian and European labour markets, particularly in sectors such as **Textiles and Fashion, Construction, Transport, Tourism (Ho.Re), Naval Construction, Industrial, Agriculture, Fishing** etc. where there is a significant demand for skilled labour.

### The “Bangla Dream” initiative aims to create a direct link between Bangladeshi workers and Italian employers. It is a pilot project model of the European Talent Partnership program, which promotes legal, ethical and sustainable immigration. This approach not only helps individual workers improve their quality of life, but also strengthens the economies of Italy and Bangladesh through the transfer of skills and remittances. ITALBANGLA coordinates these efforts by collaborating with educational institutions and companies, facilitating the cultural and professional integration of Bangladeshi workers abroad.

### Article 4:

### Opportunity through the Italbangla Work Project

Italy, particularly in the Northwest regions like Lombardy and Piedmont, serves as a vital hub for the textile and fashion sector, housing a dense concentration of companies involved in the production of fabrics and clothing, as well as in industries such as **Construction, Transport, Tourism (Ho.Re), Naval Construction, Industrial, Agriculture, Fishing** etc. This market is on an upward trajectory, with growth projections extending to 2032. However, it faces significant challenges due to a shortage of skilled workers, exacerbated by an aging workforce and a decline in the number of young individuals entering these trades.

Bangladesh, with its youthful and rapidly expanding population, a growing textile sector, and approximately 15 million skilled expatriates abroad, has the potential to play a crucial role in addressing Italy's labour shortage. By providing a vast pool of trainable workers ready to migrate for job opportunities, ITALBANGLA aims to facilitate the flow of skilled workers to Italy in compliance with local labour regulations.

Through the Italbangla Work Project **(Progetto Lavoro Italbangla),** the organization intends not only to address Italy's labour shortages but also to create pathways for Bangladeshi workers to enter the Italian job market. By offering language learning and professional skills development, this initiative focuses on transforming labour market challenges into valuable opportunities for personal and professional growth for Bangladeshi workers.

**Article** 5**:**

**Scope of Pre Departure Training Programs for Italy**

(1) The Technical Intern Training Programs in Italy, the details of which is specified in the following, shall be conducted through close cooperation between MEWOE and **ITALBANGLA** :

(a) Pre-Departure Training

MEWOE shall conduct pre-departure training for four months in the People's Republic of Bangladesh (hereinafter referred to as the "Pre-departure Training") for the purpose of preparing the candidates of the Technical Interns to acquire knowledge of the Italian language, Safty on work, customs and manners so that The Technical interns can obtain appropriate results from their participation the in the Technical Intern training program in Italy.

(b) Technical Intern Training 1

**ITALBANGLA** shall conduct the collective training course for tree months (hereinafter referred to as the "Collective Training Course") that the Technical Interns participate in immediately after arrival in Italy, and a technical Intern training program for Bangladesh technical interns in Italy for nine months under an employment Contract is Technical Intern Training (hereinafter referred to as "ECTIT") between a Technical Intern and an Accepting Company, a member of **ITALBANGLA** Italy, which becomes total one year (hereinafter referred to as "Technical Intern Training Program 1"), for their acquisition of skills, and knowledge of Italian companies (hereinafter referred to as Company"). The Collective Training Course shall be for the purpose of interns to learn the **Italian language Level A1,** the knowledge of daily life, the Labor standard law of Italy and its related laws for their legal protection, the knowledge of skills and other related matters used in Italy.

(c) Technical Inten Training 2

A Technical Intern who has met the requirements that his level of results of Technical Intern Training Program 1 has reached a certain level shall be eligible to receive Technical Intern training for two years (hereinafter referred to as the "Technical Intern Training Program 2") after the completion of participation in the Technical Intern Training Program 1 as set forth in Article 3, paragraph (1), sub-paragraph (b) herein. The Technical Intern Training Program 2 shall be conducted, for the purpose of his acquisition of proficiency level of technical skills, under an ECTIT between a Technical Intern and an Accepting Company at the place of the same Accepting Company that the Technical Intern participates in the Technical Intern Training Program 1.

(d) Technical Intern Training 3

A Technical Intern who has met the requirements that his level of results of Technical Intern Training Program 2 for the purpose of his acquisition of master level of skills shall be eligible to receive Technical Intern Training for two more years (hereinafter referred to as **"Technical Intern Training Program 3"),** under EU BLUE CARD : Technical Intern and an Superior Accepting Company.

(2) Technical Intern Training 3 is conducted for the period that **ITALBANGLA** is authorized as the General Supervising Organization stipulated in Article 23 (1)-1 of Act, and In case of being authorized as a Specified Supervision Operation in Article 23 (1)- 2 of Act, **ITALBANGLA** shall conduct Technical Intern Training 1 and 2.

(3) The qualifications of candidates for the Technical Interns, selection of candidates for the Technical Interns, the contents and schedule of the Pre-departure Training set forth In Article 3, paragraph (1), sub-paragraph (a) herein, immigration procedures for Technical Interns' entry into Italy, and other matters in related to Technical Interns in Technical Intern Training Program 1, 2 and 3 shall be conducted and decided between MEWOE and ITALBANGLA.

(4) In the case that the occupation in an Accepting Company is not approved for transfer L. Technical Intern Training Program 2 or an Accepting Company wishes to accept Technical Inters for one year, an One Year Technical Intern Training Program to complete only the Technical Intern Training Program 1 course shall be Introduced, which may cover some needs of Bangladesh companies to let their staff apply for the one year course. The One Year Technical Intern Training Program shall include the Collective Training Course.

**Article 6**

**Expenses of Technical Intern Training Programs in Italy**

The sharing of expenses incurred in conducting the Technical Intern Training Programs in Italy shall be determined separately through mutual consultation between MEWOE and ITALBANGLA.

**Article 7**

**Obligations of MEWOE**

(1) MEWOE shall be responsible for the recruitment of Technical Intern candidates in the people’s Republic of Bangladesh, the selection of the Technical Interns from them, the conduct of the Pre-departure Training, and the dispatch of the Technical Interns from the country to Italy with information, advice and support from ITALBANGLA Italy. In cooperation with ITALBANGLA staff stationed in Dhaka, MEWOE shall conduct the strict selection of Technical Interns and exclusion of the disqualified person during the Pre-departure Training, and dispatch eligible Technical Interns who are able to complete the Technical Intern Training Program for the planned duration without the missing and early termination during the Technical Intern Training Program in Italy.

(2) MEWOE shall take responsibility that each of Technical Interns shall fully satisfy the qualifications to a Technical intern candidate, and be qualified as a Technical Intern for the Technical intern Training Program, and be a qualified person who can complete his participation in the Technical Intern Training Program.

(3) MEWOE shall instruct each of Technical Interns against acting illegally during the Technical Intern Training Program by informing each of Technical interns of the laws and regulations in Italy, Italian customs, and the Rules of Technical Interns during the Pre-departure Training and allowing each of Technical Interns comply with these laws, regulations, rules and customs.

(4) MEWOE shall take responsibility for facilitating of reinstatement and or employment of Technical Interns who have successfully completed their participation in the Technical Intern Training Program, and provide necessary supports for those who wish to start up their own business. MEWOE will provide update information of the use (employment and starting-up of business) of skills acquired in Italy by Technical Interns for a fixed period after their return to Bangladesh to IM Italy.

(5) If **ITALBANGLA** suffers any loss or damage caused by Technical Interns not abiding by any of the rules, regulations or customs set forth in Article 5 (3), including the damages payable to a third party (for example: medical treatment expenses and compensation in case of traffic accident or fighting, property damage, compensation of fire accident, and so on) ITALBANGLA shall be entitled to claim the amount of actual damage against the Technical Interns with support from MEWOE. The amount of the claim shall be consulted with MEWOE.

(6) MEWOE shall arrange for a parson in change to deal with the Technical Intern Training Program’s both in Bangladesh and at Embassy of Bangladesh in Italy. The person at the Embassy shall support for instruction to the Technical Interns in Italy in cooperation with ITALBANGLA;

(7) In addition to the obligations set forth herein, MEWOE shall perform the following obligations to:

(5) Grade Level A1 the Italian language ability of each of Technical Interns upon completion of participation in the Pre-departure Training in accordance with the criteria prescribed by ITALBANGLA Italy, and shall then inform ITALBANGLA of the results of grading;

(b) Provide assistance on matching of Technical Interns and the companies wishing to accept Technical Interns and conclusion of an ECTTT between the Technical Intern and the Accepting Company, with advice and support from ITALBANGLA;

(c) Grant a certificate of completion of Pre-departure Training to each group of Technical interns who have been successful in the grading of Level A1 the Italian language ability as set forth in the foregoing item, at the end of each session of the Pre-departure Training;

 (d) Obtain all permits and approvals required under the laws and regulations of the People’s Republic of Bangladesh for the implementation of Technical Intern Training Programs in Italy and conduct all necessary formalities;

(e) Procure for a means of transportation for the Technical Interns upon departure from and arrival in the People's Republic of Bangladesh; and

(1) Handle any other matters that shall be determined separately through mutual consultation between MEWOE and ITALBANGLA.

**Article 8**

**Obligations of** ITALBANGLA

(1) Under the permission for General or Specified Supervision Organization from the competent minister, ITALBANGLA shall accept the Technical Interns dispatched by MEWOE and shell conduct the Collective Training Course Immediately after arrival in Italy and manage and instruct the Technical Interns during the Technical Intern Training Program which is implemented under an ECTIT between an Accepting Company and a Technical Intern, and shall administer and instruct the Accepting Companies.

(2) According to the regulations of Act, 14 Italy shall operate Technical Intern Training Program appropriately, so that Technical Intern can play an important role with the skills for employment or becoming an entrepreneur after return to home country, especially develop technical Interns who is capable to manage the operation as a supervisor class in "Technical Intern. Training 3.

(3) In addition to the obligations got forth herein , for helping the Technical Interns to complete the Technical Intern Training Program for the planned duration, ITALBANGLA shall present’s the following obligations to:

 (1) Apply for "extension of period of stay in Italy" or "change of status of residence in Italy" on behalf of each Technical Intern participating in the Technical Intern Training Program;

(0) Conduct formalities necessary to obtain all permits and approvals required under the laws of Italy, with respect to the conduct of the Technical Intern Training Programs in Italy;

(k) Monitor maintains the living conditions, the training and daily life environment of the Technical Interns, and promotes to exchange culture in the community;

(1) Visit the Accepting Companies for Technical Interns every month or more and provide guidance on the implementation of appropriate Technical Intern Training Program, and create and affix documents relating to such guidance and retain such documents for at least one year after completion of the Technical Intern Training Program;

(m) Inspect the Accepting Companies every three months or more in terms of the state of implementation of the Technical Intern Training Program under the Article 42 (1) of Act and report results to the competent minister. Conduct inspections when made aware of Improper Conduct of the Accepting Company and report results to the competent minister;

(n) Place technical Intern training program instructors and daily-life guidance instructors at the Accepting Companies for the Instruction to and management of the Technical Interns;

(o) Provide guidance to the Accepting Companies in relation to the management of and supervision over the Technical Interns;

(p) In order to promptly respond to consultations from Technical Interns during holidays or at night, assign consultants who speak the native language of Technical Interns by Informing Technical Interns of the mobile phone number of ITALBANGLA Staff in charge and cooperating with public institutions and daily-pre guidance instructors in accordance with the details of the consultation;

(q) Grant a "Certificate of Completion of Technical Intern Training Program" to a Technical Intern who has successfully completed his participation in the Technical Intern Training Program;

(r) Procure International airline tickets upon entry into and departure from Italy and a means of transportation within Italy, required by the Technical Interns;

(s) Give full assistance all the time for the recruitment and the Pre-departure Training in Bangladesh implemented by MEWOE for the purpose of the Improvement and enrichment of the recruitment criteria and the education of the Italian language and for adaptation to the society in Italy. During the Pre-departure Training, fully grasp the Italian language capacity, nature and personality of each technical Intern candidate, and provide an appropriate advice to MEWOE whether the candidate should be dispatched to Italy or not:

(t) Exclude the disqualified Technical Interns during the Collective Training Course and Technical Intern Training Program, taking MEWOE's advice as the need arises;

(u) Under the Article 33 (1) of Act, notify the competent minister taken in the event that a Technical Intern has returned home having completed the Technical Intern Training Program or in the event that it is no longer possible to continue Technical Intern Training Program activities;

(v) Make Accepting Company grasp the acquisition status after completing Technical Intern Training Program 1, 2, and 3 based on reports from the Accepting Company under the Article 21 (1) of Act;

(w) Conduct a FAD (formation at distance) course for development of supervisors and entrepreneurs;

(x) other provisions shall be governed by Act and its related ministerial ordinances; and

(y) Handle any other matters that shall be determined separately through mutual consultation between MEWOE and ITALBANGLA.

**Article 9**

**Early Termination of Technical Intern's Participation in Technical Intern Training Program**

(1) If Technical Interns" participation in the Technical Intern Training Program are early terminated, ITALBANGLA Italy shall give assistance to the Technical Interns in their return to Bangladesh; provided, however, that ITALBANGLA Italy shall not give any such support in case of such Technical Intern absconding from the Accepting Company in Italy.

(2) If Technical Interns' participation in the Technical Inten Training Program are early terminated for reasons not attributable to the Technical Interns, ITALBANGLA Italy shall use the maximum efforts to allow the Technical Interns to continue their participation in the Technical Intern Training Program, for example, by selecting a replacement for an Accepting Company. In case that Technical Interns have no alternative but to return to Bangladesh before their completion of the Technical Intern Training Program for the planned duration because ITALBANGLA Italy is unable to find the next accepting company for them, such Technical Interns shall receive supporting money determined through consultation between MEWOE and ITALBANGLA Italy; provided, however, that no such supporting money shall be paid in case of the Technical Interns returning to Bangladesh due to illness or injury.

(3) ITALBANGLA Italy shall notify MEWOE in writing of the reasons for Technical Interns' return to Bangladesh, with respect to the Technical Interns affected by the early termination of their participation in the Technical Intern Training Program.

**Article 10**

**Technical Intern's Return upon Completion or Early Termination**

(1) Each of Technical Interns shall immediately return to the People's Republic of Bangladesh under the instructions of ITALBANGLA Italy upon completion or early termination of his participation in the Technical Intern Training Program.

(2) MEWOE shall notify ITALBANGLA Italy of Technical Intern's arrival in the People's Republic of Bangladesh.

**Article 11**

**Technical Intern's Temporary Return and Expenses**

**(1)** The expense for Technical Interns Temporary Return shall be discussed between MEWOE and ITALBANGLA Italy.

(2) As specified in Article 10, paragraph (1) herein, ITALBANGLA Italy shall apply for a re-entry visa to Italy on behalf of Technical Interns wishing to return to the People's Republic of Bangladesh on a temporary basis, and shall conduct any other Immigration formalities.

**Article 12**

**Response to Accident, Crime, Problem case and Disappearance**

(1) If Technical Interns are involved in any accident or crime or causes a problem during their participation in the Technical Intern Training Program, ITALBANGLA Italy shall immediately notify MEWOE, the Bangladesh Embassy in Italy and the Competent Minister to that effect. In this case, MEWOE and ITALBANGLA Italy shall jointly settle the matter was the coordination of the Bangladesh Embassy in Italy in accordance with the laws of Italy.

(2) MEWOE and ITALBANGLA Italy shall take all necessary measures at every opportunity during the selection of the Technical Interns, the Pre-departure Training, the Collective Training Course, the Technical Intern Training Program to prevent the Technical Interns from becoming missing persons, becoming illegal workers or illegal residents in violation of any relevant laws and regulations of Italy. If the missing case of a Technical Interns should occur, ITALBANGLA Italy shall notify MEWOE, the Bangladesh Embassy in Italy and the Regional Immigration Bureau of the same. MEWOE shall coordinate with the Bangladesh Embassy in Italy and provide IM Italy with any information of the missing Technical Interns returning home as appropriate.

**Article 13**

**Force Majeure**

If either ITALBANGLA finds it unable to perform this Memorandum of Understanding in whole or in part due to an Act of God or any other force majeure, or under any other unavoidable circumstances, the party so affected shall immediately notify the other party to that effect, and shall enter into consultation with the other party to remedy any failure in the performance of this Memorandum of Understanding.

**Article 14**

**Settlement of Disputes**

Any difference or dispute between the Parties arising out of the interpretation or implementation of application of the provisions of this Memorandum of Understanding will be settled amicably through consultation or negotiations between the Parties without reference to any third party.

**Article 15**

**Amendments and Additional Provisions**

(1) This Memorandum of Understanding may be revised, modified or amended in all or part, at any time, by mutual written consent of the Parties. Such revision, modification or amendment shall come into force on such date as determined by the Parties and shall form part of this Memorandum of Understanding.

(2) Any revision, modification, or amendment will not prejudice any ongoing co-operation arising out of this Memorandum of Understanding before or up the date of such relation, modification or amendment.

**Article 16**

**Validity, Termination and Nullity of Paragraph**

(1) This Memorandum of Understanding will enter into force for the Technical Interns after the enforcement of Act.

1. I either MEWOE and ITALBANGLA Italy wishes to terminate this Memorandum of Understanding, the party so affected shall notify the other party of its intention to terminate thi Memorandum of Understanding. In such a case, MEWOE and ITALBANGLA Italy shall consult with each other in good faith to determine the effective date of such termination and disposition therefore by mutual agreement between the parties hereto.

(3) Termination of this Memorandum of Understanding will not prejudice any ongoing co-operation arising out of this Memorandum of Understanding before or up to dates of its termination.

(4) If any provision of this Memorandum of Understanding is held invalid due to the reform of the laws of the People's Republic of Bangladesh or Italy, the reformed laws shall take precedence over this Memorandum of Understanding.

**Article 17**

**Language**

This Memorandum of Understanding has been executed in English.

IN WINESS WHEREOF, the undersigned being dully authorized thereto by their respective institution, have signed this Memorandum of Understanding.

Thursdat 10 th of October, 2024

FOR AND ON BEHALF OF FOR AND ON BEHALF OF

THE MINISTRY OF EXPATRIATES' WELFARE ITALBANGLA COORDINATION AND

AND OVERSEAS EPLOYMENT DEVELOPMENT ASSOCIATION

GOVERNMENT OF THE PEOPLE'S

REPULIC OF BANGLADESH

PROF. DR. ASIF NAZRUL SHAH MOHAMMED TAIFUR RAHMAN

ADVISER PRESIDENT