

**MEMORANDUM OF UNDERSTANDING
ON THE EDUCATION, TRAINING AND RECRUITMENT
OF FILIPINO HEALTH AND CARE PROFESSIONALS
BETWEEN THE DEPARTMENT OF MIGRANT WORKERS
OF THE REPUBLIC OF THE PHILIPPINES AND THE
MINISTRY OF SENIOR CITIZENS OF KINGDOM OF DENMARK**

The Government of the Republic of the Philippines, represented by the Department of Migrant Workers (“DMW”), herein referred to as the “First Participant”, and the Ministry of Senior Citizens representing the Kingdom of Denmark, hereinafter referred to as the “Second Participant”, and shall be collectively referred to as the “Participants”:

DESIRING, to enhance their relations in respect of migration, employment and integration and education of Filipino health and care professionals.

RECOGNIZING, the importance of exchanging knowledge and expertise between the Participants through cooperation in the fields of healthcare and long-term care;

AFFIRMING, the mutual commitment to uphold fair, ethical, and sustainable education, training, recruitment and employment of health and care professionals, consistent with their respective domestic laws and regulations and with applicable international law, including the international labour standards of the International Labour Organization, as informed the World Health Organization’s Global Code of Practice on the International Recruitment of Health Personnel and other pertinent internationally acceptable guidelines; and

FURTHER RECOGNIZING, the health and care professionals deployed under this MOU in public and private healthcare and elderly care facilities and long-term care institutions in Denmark have access to continuing professional development and opportunities to exchange best practices, on the basis of equal treatment, fair recruitment, and decent work, while supporting the Danish health system and safeguarding the sustainability of essential health services in the Philippines through knowledge transfer and circularity.

HAVE COME TO THE FOLLOWING UNDERSTANDING:

**PARAGRAPH 1
OBJECTIVE AND COVERAGE**

The Participants shall cooperate in the delivery of healthcare and long-term care through education, training and ethical recruitment of health and care professionals for employment in Denmark occupations corresponding to “Social and health care helper,” “Social and health care assistant,” and “Nurse,” as defined by the competent Danish authorities and mapped to equivalent classifications designated by the Philippines in Annex [X], in accordance with respective existing national laws and regulations and consistent with applicable international law.

The collaboration, in its initial phase under this agreement, is considered a pilot scheme, and shall focus on the recruitment and employment of candidates for the Danish vocational

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certificate as Social and Health Care Helpers in the elderly care sector in Denmark. Subsequently, and as a distinct recruitment pathway, the cooperation may gradually be expanded to encompass the recruitment of professionals for the Danish vocational certificate and authorization as Social and Health Care Assistants, as well as the recruitment of qualified nurses for the purpose of obtaining Danish nursing authorization, together with continued discussions between the Participants regarding the recognition of professional qualifications .

This Memorandum of Understanding (MOU) shall establish a concrete framework for cooperation with respect to the deployment and acceptance of Filipino health and care professionals through a government-to-government arrangement.

This MOU is part of an integrated Danish approach for the recruitment of third country health and care professionals that is intended to ensure alignment between the number of foreign health and care professionals entering Denmark, and the number of available employments for adaptation and training purposes. Filipino health and care professionals recruited through this understanding will be exempt from the Danish quota system for foreign health and care workers and thus effectively prioritized within the mechanism. With the quota system, a cap is set on the number of authorization applications that the Danish Patient Safety Authority can receive each year from applicants who are citizens in a country outside the EU/EEA.

The Participants shall cooperate on the education and training of health and care professionals in the Philippines through accredited educational institutions recognized by both Participants, with Danish-language and health-care training, with the intention of employment in Denmark aligned with transparent recognition, licensure, and bridging pathways for employment in Denmark, and incorporating workforce-impact safeguards, knowledge transfer, and circularity to protect essential health services in the Philippines.

PARAGRAPH 2 IMPLEMENTING AGENCIES

For the purpose of this MOU, DMW will act as the only deploying agency in the Republic of the Philippines and MSC will act as the only accepting agency.

The Implementing Agency for the Kingdom of Denmark shall be the Ministry of Senior Citizens (MSC).

The MSC will contract with an external implementation partner that will be responsible for the implementation of all Danish contractual obligations of this Memorandum. The implementation partner shall have methodological freedom in carrying out its tasks, provided that the objectives set forth in this MOU are duly achieved and all applicable requirements are complied with.

PARAGRAPH 3 AREAS OF COOPERATION ON RECRUITMENT AND AT LARGE

The Participants have identified the following Areas of Cooperation to enable fair, ethical, and sustainable mobility of specialists and skilled workers from the First Participant to the Second

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Participant, in accordance with international labour standards and the domestic laws of both Participants, as well as considering the domestic requirements and local labour demand of both Participants.

1. Recommend policies on the deployment of labor with a view to fair, ethical, and sustainable recruitment and employment of health and care professionals, taking into consideration the Danish demand for health and care professionals, especially within elderly care, while also taking into account the local demand and number of health and care workers in the Philippines;
2. Identify basic qualifications, acceptable minimum standards of benefits, and terms and conditions of employment, for health and care professionals to be employed in Denmark;
3. Streamline the DMW accreditation, verification, and deployment procedures for health and care professionals from the Philippines to be deployed to Denmark, including those relating to the timely and efficient issuance of required employment and travel documents such as Standard Employment Contract, health care certificate, overseas employment certificate, etc.
4. Streamline processes related to immigration and relocation to, employment and integration in Denmark, including the mutual recognition and accreditation of skills and professionals in both countries;
5. Provide adequate financial compensation, to be borne by employers in the Second Participant, to support health and care professionals from the First Participant undergoing assessment, education, equivalence training, licensing, and other similar activities.
6. Pursue bilateral policy development exchanges, pertaining to professional and technical capacity-building. The specific topics should be developed by the Participants.
7. Explore opportunities, through a defined work plan, to improve the education and training systems for Filipino health and care professionals to meet international standards and align with the needs of the Second Participant.
8. Enhance certification, mutual recognition and alignment of skills and professional qualifications of Filipino health and care professionals to support employment opportunities in Denmark;
9. Facilitate discussion on recognition of skills, qualifications, education, and training credentials through mutually agreed system;
10. Provide necessary protection, welfare, social security, and other measures aimed at promoting the rights and welfare of Filipino health and care professionals who are interested to work in Denmark in accordance with the respective laws and regulations;
11. Enforce legal measures against employers and other entities or individuals for any violation of applicable laws, rules, and regulations, including those relating to illegal recruitment, trafficking in persons and modern-day slavery;

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12. Provision of access to all necessary measures, including alternative dispute resolution mechanisms, that extend legal assistance and social protection to workers in accordance with the respective laws and regulations of the Participants;
13. Promotion of just and speedy resolution of disputes arising out of the employment of health and care professionals in Denmark;
14. Adopt a standard employment contract for Filipino health and care professionals, agreed upon by the Joint Committee, the terms of which shall have been agreed by the competent authorities of the two countries, and shall be binding among the contracting Participants;
15. Ensure that the workers retain possession of their passports and personal employment documents at all times, and strictly prohibiting employers from withholding or confiscating said documents;
16. Conduct of mandatory country-specific pre-departure orientation seminars ("PDOS") and post-arrival orientation seminars ("PAOS") to successful workers from the First Participant;
17. Ensure programs that aid in the full cycle reintegration of workers;
18. Facilitate, in coordination with the relevant authorities, the establishment and operation of a Migrant Workers Office (MWO) as the overseas operating arm of the Department, including the provision of appropriate support as may be deemed necessary;
19. Prioritize and implement measures for safety and protection of the health and care professionals from abuse, discrimination, harassment and violence, and in emergencies and conflict settings; and
20. Commit to advancing a comprehensive, inclusive and gender-responsive approach to prevent and eliminate all forms of violence and harassment in the workplace and related settings, and ensuring access to all necessary legal and social-protection measures in accordance with the Participants' relevant laws and regulations.

Participants shall also encourage their implementing authorities to coordinate in the above-mentioned activities in accordance with the laws, rules and regulations in force in their respective countries.

PARAGRAPH 4 EDUCATION, TRAINING AND RECRUITMENT

The education, training and recruitment health and care professionals in the Philippines for employment in Denmark shall be pursuant to the existing laws and regulations of both countries, and consistent with applicable international law, including nationally published codes of practice for the quality assured and accessible education & training and ethical recruitment of health and social care staff.

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The First Participant in consultation with the Second Participant, understand that no employer, recruitment or placement agency, or any entity within the scope of this Memorandum of Understanding shall collect any placement fee from Filipino health and care professionals to be deployed, that contravene the applicable laws, and the rules and regulations of both countries.

During reskilling activities, Filipino professionals will be enrolled in accordance with Danish regulation and will trigger subsidies during up- or reskilling activities.

Health and care professionals shall be employed on Danish conditions and in accordance with Danish Law. The Ministry of Senior Citizens representing the Kingdom of Denmark and the employer are both obliged to create awareness of relevant labour protection rights provided by Danish law to the health and care professionals and pathways for the employee to seek redress.

PARAGRAPH 5 SOCIAL SECURITY

The Filipino health and care professionals shall be subjected to the provisions of the Agreement on Social Security between the Participants signed in Copenhagen on September 11, 2012, as shall be applicable.

PARAGRAPH 6 FOREIGN EMPLOYERS GUARANTEE FUND

The employer in the Government-to-Government agreement shall pay the required contribution into the Foreign Employer Guarantee Fund ("FEGF") for every worker it hires under this MOU through the DMW. The FEGF shall answer for claims for breach of contractual obligations.

PARAGRAPH 7 JOINT COMMITTEE

Joint Committee is hereby established, composed of equal numbers of representatives from each Participant, co-chaired by senior officials designated by the DMW and the MSC.

The Joint Committee shall:

- a) adopt and update the Implementing Protocol and the Standard Employment Contract [Annex X];
- b) implement, monitor, and evaluate the implementation of areas of cooperation of this MOU;
- c) issue decisions and guidelines within its mandate;
- d) request data and conduct joint reviews and field visits;
- e) recommend corrective actions and solutions to resolve issues and problems arising from the implementation and the interpretation of the provisions of this MOU; and

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- f) propose to recommend the revision, modification, or amendment of any part of this MOU, through diplomatic channels.

The Joint Committee will convene mandatory regular annual meetings, alternately in the Philippines and Denmark or virtually, based on conditions agreed upon by the Participants, and shall convene special sessions upon request of either Participant, including for urgent matters.

**PARAGRAPH 8
SETTLEMENT OF DIFFERENCES**

Any dispute between the Participants arising from the interpretation or implementation of this MOU shall be discussed and settled through diplomatic channels.

**PARAGRAPH 9
AMENDMENT AND REVISION**

Any amendment or revision to the text of this MOU shall be done through diplomatic channels. These amendments or revisions shall become effective in accordance with the provision on Effectivity.

**PARAGRAPH 10
EFFECTIVITY**

The MOU shall take effect on the date of later written notification by the Participants, through diplomatic channels, indicating that the domestic requirements for its effectivity have been complied with. The MOU provides the framework for strengthened cooperation between the Participants and does not create any legally binding rights and obligations under international law.


**PARAGRAPH 11
CONFIDENTIALITY**

Each Participant shall undertake to observe the confidentiality and secrecy of documents, information, and other data received from, or supplied to, the other Participant during the implementation of this MOU or any other agreements made pursuant to this instrument. Both Participants agree that the provisions of this Paragraph shall continue to be binding between the Participants notwithstanding the termination of this MOU.

**PARAGRAPH 12
VALIDITY, DURATION, AND TERMINATION**

This MOU shall remain in force for a period of four (4) years and shall be automatically extended for the same or period unless a Participant decides to suspend or terminate its

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application. In the absence of a written notification to terminate or suspend the MOU prior to its expiry, this MOU shall be deemed renewed for similar periods.

Either Participant shall serve upon the other a written notification to terminate or suspend the operation of this MOU at least six (6) months before its intended date of suspension or termination, through diplomatic channels. The suspension or termination of this MOU shall not prejudice the completion and continuation of existing and valid work contracts and arrangements initiated under this MOU.

Further, should any single Participant suspend or terminate its participation in this MOU, such action shall neither prejudice the participation of other Participant involved nor its effectivity unless the remaining Participants agree otherwise.

Done this ____ day of ____ 2025, in _____. This Memorandum of Understanding is made in two originals in the English language, both texts being equally authentic.

**FOR THE DEPARTMENT OF
MIGRANT WORKERS**

HANS LEO J. CACDAC
Secretary

Date: _____

**FOR THE MINISTRY OF SENIOR
CITIZENS**


METTE KIERKGAARD
Minister

Date: _____