**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF AUSTRALIA**

**AND**

**THE [GOVERNMENT/KINGDOM/REPUBLIC] OF [INSERT RELEVANT COUNTRY]**

**ON EMPLOYMENT OF THE DEPENDANTS OF DIPLOMATIC AND CONSULAR PERSONNEL**

The Government of Australia and the [**insert full title of relevant country**] (each a “**State**”, together the “**States**”) have mutually determined the following:

**Paragraph 1**

**Definitions and Interpretation**

For the purposes of this Memorandum:

1.“**Mission Employee**” means any employee of the sending State:

1. who is not a national or permanent resident of the receiving State; and
2. who is employed in a diplomatic mission or a consular post which is located in the receiving State.

2.“**Family Member**” means any member of the family of a Mission Employee:

1. who has been accepted as such a member by the receiving State; and
2. who forms part of the official household of that Mission Employee.

3.“**Ministry for Foreign Affairs**” means:

For the Government of Australia - the Department of Foreign Affairs and Trade (DFAT); and

For the [insert relevant country] - the [insert appropriate title of ministry/department].

4.**“Diplomatic Relations Convention”** means the *Vienna Convention on Diplomatic Relations* of 18 April 1961 as amended from time to time.

5. **“Consular Relations Convention”** means the *Vienna Convention on Consular Relations* of 24 April 1963 as amended from time to time.

**Paragraph 2**

**Scope of this Memorandum**

1. On a reciprocal basis, the receiving State will permit a Family Member from the sending State to engage in gainful employment in the receiving State in accordance with this Memorandum and the laws of the receiving State.

2. Subject to this Memorandum and the laws of the receiving State (as amended from time to time), the receiving State will not restrict the type of gainful employment of a Family Member. However, it is understood that:

1. to be eligible for employment in professions that require particular qualifications or have specific industry requirements, a Family Member must hold those qualifications and/or satisfy those industry requirements;
2. employment in an occupation may be denied to a Family Member for security reasons; and
3. if the Family Member is a student, they may be limited to working a certain number of hours per week.

3. The States’ cooperation under this Memorandum will be interpreted and implemented in a manner that is in compliance, and consistent, with relevant policies and practices of each State relating to child protection, preventing sexual exploitation, abuse and harassment, and environmental protection and anti-corruption, as well as relevant domestic laws and regulations of each State, and international treaties to which either State is a member.

**Paragraph 3**

**Procedures for notification**

1. Before a Family Member commences gainful employment, the Embassy of the sending State on behalf of that Family Member will email the Ministry of Foreign Affairs of the receiving State a ‘Notice of Intention’ to engage in gainful employment. A standard ‘Notice of Intention’ is attached at **Appendix A**.

2. A Family Member will:

(a) pay applicable income tax in the receiving State on the income earned from their employment; and

(b) acknowledge that any applicable immunity could be waived, should the need arise, in relation to an issue arising out of their gainful employment.

3. Any requirements relating to work permits and similar formalities for the Family Member’s employment will be fairly considered by the receiving State.

4. Where a Family Member on whose behalf the sending State has already provided a ‘Notice of Intention’ to engage in gainful employment under this Memorandum wishes to engage in other gainful employment, the procedures for notice as set out in this paragraph will be followed for the subsequent employment.

**Paragraph 4**

**Expiry of permission**

The permission for the Family Member to engage in gainful employment in the receiving State will expire upon the occurrence of one of the following events (whichever occurs first):

(a) the date of termination of the functions of the Mission Employee to whom the Family Member relates; or

(b) the legal separation or divorce of the Mission Employee and the Family Member; or

(c) the Family Member ceasing to form part of the official household of the Mission Employee; or

(d) the final departure of the Mission Employee or the Family Member from the receiving State.

**Paragraph 5**

**Civil and administrative jurisdiction**

The States confirm their understanding that Family Members who obtain gainful employment under this Memorandum have no immunity from the civil or administrative jurisdiction of the receiving State with respect to matters arising out of such employment.

**Paragraph 6**

**Criminal jurisdiction**

Where a Family Member has, in accordance with the Diplomatic Relations Convention, immunity from the criminal jurisdiction of the receiving State:

(a) **t**he sending State will give serious consideration to waiving the immunity of the Family Member concerned from the criminal jurisdiction of the receiving State in respect of any act or omission arising from the gainful employment**.**

(b) the sending State will separately give serious consideration to waiving the immunity of the Family Member from the execution of any sentence.

**Paragraph 7**

**Taxation and social security regimes**

In accordance with the Diplomatic Relations Convention, the Consular Relations Convention and subject to any other applicable international instruments, a Family Member will be subject to the taxation and social security regimes of the receiving State for all matters connected with their gainful employment within the receiving State.

**Paragraph 8**

**Settlement of disputes**

Disputes between the States arising from the interpretation or application of this Memorandum will be settled amicably through diplomatic channels.

**Paragraph 9**

**Revision**

This Memorandum may be amended by mutual determination of the States in writing.

**Paragraph 10**

**Date of effect, duration, termination and review**

1. This Memorandum will take effect on the date on which it is signed by both States and will remain in effect until the date that it is terminated under this paragraph.

2. Either State may terminate this Memorandum, by giving written notice to the other State, through diplomatic channels, of its intention to terminate this Memorandum.

3. This Memorandum will terminate ninety (90) days after the receipt of a notice described in sub paragraph 3 of Paragraph 10.

4. The States will meet to review the operation of the Memorandum within **five (5) years** after it enters into effect. However, a failure to review the operation of the Memorandum within **five (5) years** will not affect the ongoing operation of the Memorandum.

Signed at on in the English language, and [insert relevant language] each text being equally valid.

For the **Government of For [Insert full name of other State]**

**Australia**

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**Appendix A to the MEMORANDUM ON EMPLOYMENT OF THE DEPENDANTS OF DIPLOMATIC AND CONSULAR PERSONNEL**

NOTICE OF INTENTION TO ENGAGE IN GAINFUL EMPLOYMENT

To be completed by a Family Member of a Mission Employee

*Please return the completed form, by email, to the Ministry of Foreign Affairs of the Receiving State prior to commencing your employment*

**Mission Employee**

Full Name

Mission

Position/title

Location of mission

(state/region)

Date of commencement

**Family Member**

Full Name

Date of birth (dd/mm/yyyy)

Relationship to the Mission Employee

Proposed employer (legal entity name)

Location of proposed

employment (state/region)

Date of proposed commencement

of employment (dd/mm/yyyy)

Pursuant to the Memorandum between the Government of Australia and

dated (dd/mm/yyyy) the above mentioned Family Member:

* will pay any applicable income tax of the receiving state on the income earned from the employment
* acknowledges that any immunity they may enjoy could be waived, should the need arise in relation to an issue relating to their employment
* acknowledges that their permission to engage in the employment will expire upon the earliest of the following events:
  + the date of termination of the functions of the Mission Employee to whom the Family Member relates;
  + the legal separation or divorce of the Mission Employee and the Family Member;
  + the Family Member ceasing to form part of the official household of the Mission Employee;
  + the final departure of the Mission Employee or the Family Member from the receiving State.