

Memorandum of Understanding
between
The Government of the
Republic of India
and
The Government of the
Hashemite Kingdom of Jordan
on
Cooperation in the Field of Manpower

INTRODUCTION

The Government of the Hashemite Kingdom of Jordan ("GOJ") represented by the Ministry of Labor hereinafter referred to as the First Party and the Government of the Republic of India ("GOI") represented by the Ministry of External Affairs of India hereinafter referred to as the Second Party, and jointly referred to as "The Parties";

Bearing in mind the friendly and cooperative relationship that exists between the two countries and their peoples;

Recognizing the benefits to be derived by both countries from close cooperation in the field of manpower;

Desiring to enhance the existing friendly relations between the two countries through cooperation in the field of manpower, for their mutual benefit and develop institutional partnership with a focus on improving administration of the contract employment cycle of Indian workers in Jordan;

Based on the prevailing laws and regulations in each of the two countries;

Have reached the following understanding:

Article 1

For the purpose of this Memorandum of Understanding the term "manpower", used interchangeably with the term "workers", shall

refer to all Indian nationals employed in Jordan by virtue of employment contracts that are registered with the Ministry of Labour of Jordan and with the Embassy of India in Jordan.

Article 2

The Ministry of Labour of Jordan and the Ministry of External Affairs, Government of India shall implement the provisions of this Memorandum of Understanding with a view to increase their collaboration in promoting best practices in the administration of the cycle of contract employment.

Article 3

Recruitment of Indian manpower for employment in Jordan shall be in accordance with the stipulations under this Memorandum of Understanding through the authorized and licensed Indian recruitment agencies, and the second Party will provide the first Party with a list of authorized recruitment agencies registered with the Indian authorities.

Recruitment of Indian manpower for employment in Jordan shall be in accordance with respective labour laws and regulations.

Article 4

Entry of manpower in Jordan, enforcement of mutual contractual obligations between Indian workers and Jordanian employers and also the measures to protect Indian workers in Jordan shall be in accordance with the employment contract between the Indian worker, Indian Recruiting Agent/Agency and Jordanian employer

as per relevant laws, rules and procedures applicable in Jordan.

Article 5

The Parties agree to:

- (i) Regulate private employment agencies in such manner that leads to fair, accountable and transparent recruitment practices in their respective jurisdiction in accordance with their regulations and ensure that the process of recruiting Indian workers for employment in Jordan complies with their respective laws and regulations,
- (ii) Adopt a Standard Employment labour Contract for workers containing legal provisions agreed upon by the Parties and obligatory to the Parties of the contract.
- (iii) Collaborate to align and integrating their respective electronic systems so that each Party can verify the validity of the requisite information relating to the contract employment such as visa, demand letter, Power of Attorney etc. online.

Article 6

Applications from Employers in Jordan for recruiting manpower from India shall indicate the type of jobs, job specifications, required qualifications as well as the terms and conditions of employment offered including wages, non-wage benefits, leaves (exit and return), accommodation and transportation when applicable, end-of-service entitlement and any other details

required by Ministry of Labour of Jordan and Ministry of External Affairs, Government of India. A copy of approval of work permits issued by Ministry of Labour of Jordan shall be attached to each labour contract. Employment contract shall also include the provision for compensation in case of injury or death of the worker arising out of employment, transportation of mortal remains in case of death of the worker and not withholding the travel document/passport and salary dues of Indian workers by the employer.

Article 7

The terms and conditions of employment of manpower in Jordan including wages, allowances, other benefits and hours of work shall be defined by an individual employment contract between the worker and the employer. This contract shall clearly state the rights and obligations of the two sides and shall be authenticated by the Ministry of Labour of Jordan and the Embassy of India in Jordan. The terms and conditions of employment shall not vary from those contained in the original application except for an alteration that is favourable to the worker.

Article 8

The Arabic, Hindi and English version of the labour contract shall be the only authentic versions recognized by the two Parties and same shall be considered by a Party in arbitrating a dispute between the worker and employer arising out of the provisions of

the labour contract. In case of divergence in interpretation, the English version shall apply.

Article 9

Labour disputes shall be resolved through the Ministry of Labour of Jordan in collaboration with the Indian Embassy in Jordan in a friendly manner and whenever it is difficult to reach to a friendly solution, it shall be referred to the competent judicial authorities for settlement.

The Indian worker shall be allowed to exit Jordan by the Jordanian authorities on his/ her own will without the need for the consent of the employer, except when criminal charges are pending against an Indian worker during the validity of the work permit and subject to the instructions and procedures of the Jordanian Ministry of Labour.

Article 10

Workers shall have the right to remit their incomes to their country of origin or elsewhere in accordance with the applicable financial regulations in Jordan. The wages of the Indian workers shall be transferred in a timely manner and directly to their bank account by the employer in Jordan.

Article 11

The Parties shall establish a Joint Working Group to implement this Memorandum of Understanding. Such Group shall be composed of at least three members from each Party and shall

meet annually or as and when considered necessary, alternately in Jordan and India.

Article 12

The two Parties agree to undertake joint collaborative programmes and activities in pursuit of the objective of improving the administration of the contract employment cycle.

Article 13

The Memorandum of Understanding shall enter into force on the date of its signature and shall remain in force for five years and shall automatically be renewed for similar successive periods. If either Party intends to terminate this Memorandum of Understanding, that Party may by way of a written notice communicate its intention to terminate, to the other Party through the diplomatic channels, at least three months prior to the date of termination, in which case the termination becomes effective six months after the date of the notice.

This Memorandum of Understanding supersedes the previous agreement between the Parties.

Article 14

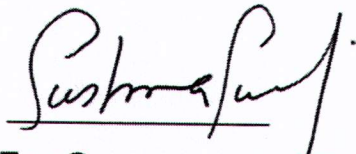
The two Parties may, after due consultations, agree to amend this Memorandum of Understanding by way of a signed addendum that becomes a complementing and integral part of this Memorandum of Understanding.

Article 15

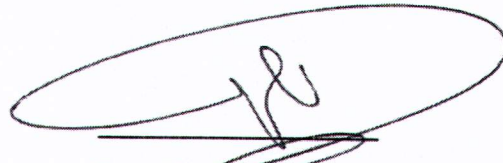
Either Party at its discretion may suspend the implementation of this Memorandum of Understanding in whole or in part, for reasons of national security, public order or public health, by duly notifying the other Party.

In witness whereof the undersigned being duly authorized by their respective Governments have signed this Memorandum of Understanding.

Done in New Delhi on the 1 March 2018 in the Arabic, Hindi and English languages, all text being considered equally authentic. However, in case of any divergence in interpretation, the English text shall prevail.



For Government of the
Republic of India
Smt. Sushma Swaraj
External Affairs Minister



For Government of the
Hashemite Kingdom of Jordan
Mr. Yarub Qudah
Minister of Industry and Trade

**Protocol under the Memorandum of Understanding
on Cooperation in the Field of Manpower
between
the Government of the Republic of India
and
the Government of the Hashemite Kingdom of Jordan
on
Alignment of Electronic Contract
Registration and Validation Systems**

Consistent with the Ministry of Labour of the Hashemite Kingdom of Jordan desire to modernize and improve the processes governing the issuance of work permits for foreign workers by way of deploying its electronic Contract Validation System, and,

Consistent with the desire of the Ministry of External Affairs of the Republic of India to streamline the processes for granting emigration clearance to Indians who are offered employment in Jordan by way of deploying eMigrate system,

The Ministry of Labour of the Hashemite Kingdom of Jordan and the Ministry of External Affairs of the Republic of India (hereinafter referred to as the "Parties") have agreed to collaborate to align

and integrate their respective electronic systems in order to empower the Parties to implement their laws and regulations, each in its respective jurisdiction, in a manner that ensures:

- (a) Full transparency of the job and contract terms;
- (b) Same employment contract offered to Indian worker and registered with the Ministry of Labour of the Hashemite Kingdom of Jordan;
- (c) Disclosure of such terms to the prospective workers and securing the worker's verifiable informed consent to the same terms prior to being deployed to Jordan;
- (d) Approval by the concerned Government of Republic of India agencies of the terms of the job offer where ever required; and
- (e) Non substitution of any of the terms of employment contract, in the final and official contract document to be signed by worker and employer after the former's arrival in the Hashemite Kingdom of Jordan.

This Protocol may be amended by mutual written consent of the Parties.

This Protocol will remain in force until the expiration of the term of the Memorandum of Understanding (MOU) on Cooperation in the Field of Manpower and will be renewed for similar periods as and when the MOU is renewed.
