



United Arab Emirates



सत्यमेव जयते

Memorandum of Understanding
between
the Government of the United Arab
Emirates
and the Government of the Republic of
India on
Cooperation in the Field of Manpower

Introduction

The Government of the United Arab Emirates (UAE) and the Government of the Republic of India (hereinafter referred to as the Parties)

Bearing in mind the friendly and cooperative relations that exist between the two countries and their peoples.

Desiring to enhance the existing friendly relations between the two countries through cooperation in the field of manpower to promote mutual benefits, as outlined in this Memorandum of Understanding which is intended to guide the development of an institutional partnership between the two Parties with a focus on practical outcomes from an improved administration of the contract employment cycle of Indian workers in the UAE.

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

And pursuant to the prevailing laws and regulations in each of the two countries.

Have agreed as follows:

Article 1

GENERAL PROVISIONS

For the purposes of this Memorandum of Understanding:

The term "manpower", used interchangeably with the term

"workers", shall refer to all Indian nationals employed in the UAE by virtue of employment contracts that are registered with the UAE Ministry of Human Resources and Emiratisation and verified by the Ministry of External Affairs, Government of India, wherever required and who depart from the UAE at the end of their contracted employment.

The UAE Ministry of Human Resources and Emiratisation (MOHRE) and the Ministry of External Affairs, Government of India will implement the provisions of this Memorandum of Understanding with a view to increasing their collaboration in promoting best practices in the administration of the cycle of contractual employment provided to Indian nationals in the UAE.

Article 2

AREAS OF COOPERATION

1. The two Parties agree to cooperate to ensure sound and effective administration of the contract employment cycle in accordance with their respective laws and regulations through:
 - a) Collaborative administration of the contract employment cycle including the use of information technology, the exchange of information and continuing studies in the area of manpower;
 - b) Ensuring that the deployment of manpower is conducted in accordance with the principles of transparency, ethical recruitment, fairness and mutuality of benefits; their job roles, designation and description;
 - c) The regulation of employment agencies to enforce fair and

transparent recruitment practices in their respective jurisdiction and compliance of all actors in the process of recruiting Indian workers for employment in the UAE with the rule of law and strengthening the Parties' respective regulations to combat trafficking in persons;

d) Other relevant technical and human resource development cooperation as agreed by both Parties; and

e) The undertaking of joint collaborative programs and activities, including pre-departure and post-arrival educational programs in pursuit of the objective of improving the administration of the full contract employment cycle. Such collaborative programs or activities shall be mutually consulted and coordinated between the two Parties in order to draw maximum benefit from their implementation.

2. The gateway for the submission and processing of applications by UAE employers for manpower from India is MOHRE's applicable online system. MOHRE shall make the key terms and conditions of employment, as they are captured in the application and in the eventual standardized employment offer available to the Ministry of External Affairs (MEA), Government of India by way of linking MOHRE's online system with MEA's applicable online system. A Joint Technical Committee shall be established to define and implement linkage requirements.

3. Ensuring the validity of the visa issued by the UAE to Indian workers, wherever required to facilitate departure at the Indian Airports/ Immigration check post.

Article 3

EMPLOYMENT CONTRACT

- 1- The terms and conditions of employment of Indian manpower in the UAE shall be defined by an individual employment contract between the worker and the employer. An offer that is mirrored on the contract will be signed by both Parties prior to the worker's departure from India. A copy of the UAE Standard Employment Contract is attached.

- 2- Upon arrival of the worker in UAE, he/she will sign an employment contract that will clearly state the rights and obligations of the worker and employer, in conformity with the UAE Labour laws, and be duly filed with MOHRE to constitute the sole binding contract document for the purpose of enforcement in the UAE. The terms and conditions of employment, as stated in the contract, shall not vary from those contained in the employment offer except for alterations that are favourable to the worker.

- 3- The employment contract shall be written in the Arabic and English languages;

- 4- The Arabic and English versions of the labour contract will be the only authenticated versions recognized by the Ministry of Human Resources and Emiratisation. If and when a dispute pertaining to the terms of the contract between worker and employer is referred to the relevant judicial authorities of the UAE, it is the Arabic text that shall be adopted. The Government of India reserves the right to use the English text, being equally authentic.

Article 4

RESPONSIBILITIES OF THE GOVERNMENT OF INDIA

- 1- Ensure that the recruitment and preparation for deployment of workers to the UAE will be in accordance with the existing Indian laws, procedures, guidelines and regulations.
- 2- Ensure that Indian workers to be deployed have the necessary qualifications, and are physically and mentally fit to perform the work for which they are being employed.
- 3- Ensure that, prior to his/her departure from India, the Indian workers to be deployed to the UAE wherever required are in possession of an employment offer duly signed by both the worker and the employer, verified and approved by the MEA.
- 4- Ensure that the workers are provided with proper briefing/orientation prior to their departure on relevant laws, regulations, policies, procedures, norms, cultures and practices in both countries of origin and destination relating to their employment.
- 5- Ensure that workers employed in the UAE will be recruited based on the stated needs of the contracting UAE employer; the Government of India commits to take all necessary measures that extend legal protection to departing workers in accordance with its laws and regulations.

Article 5

RESPONSIBILITIES OF THE UAE GOVERNMENT

- 1- Ensure that the entry and employment in the UAE of Indian workers governed by this Memorandum, will be in accordance with the relevant UAE laws, procedures, guidelines and regulations;
- 2- Ensure the enforcement and implementation of the employment contract duly authenticated by the UAE government
- 3- Ensure the rights and promote the welfare of Indian workers in UAE pursuant to its laws.
- 4- Ensure that applications for the employment of Indian workers shall include the job specifications, required qualifications, type of job for which recruitment is proposed as well as the terms and conditions of employment offered including working hours, wages, non-wage benefits, medical facilities, accommodation and transport when applicable, compensation in case of injury or death of the worker due to employment, as per prevailing UAE law, end-of-service entitlement and any other details required, by the UAE Ministry of Human Resources and Emiratisation.
- 5- Ensure that workers will have the right to remit their incomes to their country of origin or elsewhere, at their discretion, in accordance with and subject to UAE financial and other relevant regulations.
- 6- Enforce UAE regulations as per the standardized employment contract, of the right(s) of the individual to maintain possession of their personal identification document(s).
- 7- Endeavour to share with the Government of India the award of work permits by MOHRE to Indian nationals.

Article 6

DISPUTE RESOLUTION CONCERNING EMPLOYMENT

1. In case of a dispute between the employer and the worker, a complaint will be filed with the competent department of the UAE Ministry of Human Resources and Emiratisation to endeavour for an amicable settlement in a time-bound manner. If no amicable settlement is reached, the complaint will be referred to the competent judicial authorities for settlement.
2. The Parties will ensure access of workers to legal assistance from their respective offices.
3. Repatriation of Indian nationals upon completion of the employment contract, the expiry of visas, non-cancellation/non-renewal of visas where the employer is not in position to fulfil his legal obligations shall be facilitated by the UAE authorities in an emergency or as the need arises, provided there is no criminal case pending against the Indian worker.

Article 7

JOINT COMMITTEE

- 1- The two Parties will establish a Joint Committee to implement this Memorandum of Understanding.
- 2- The Joint Committee will monitor and evaluate/assess the implementation of this Memorandum of Understanding
- 3- The Committee will be composed of at least three members from each Party, led by a senior official, and shall meet annually or when it is deemed necessary, alternately in the U.A.E and India.

Article 8

EFFECTIVITY, DURATION, AMENDMENT AND SUSPENSION

- 1- This Memorandum of Understanding will enter into force from the date of its signature and shall remain in force for a period of four (04) years and shall automatically be renewed for similar successive periods. If either Party intends to terminate this MOU, then, 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.

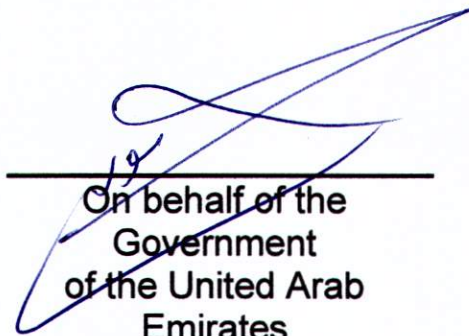
- 2- The two Parties may agree to amend this Memorandum of Understanding after due consultation and by way of a signed addendum that becomes a complementing and integral part of this MOU.

- 3- Either Party may opt to 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 through diplomatic channels.


- 4- Any dispute between the Parties arising out of the interpretation or implementation of this Memorandum of Understanding will be settled amicably by consultations or negotiations through diplomatic channels.

Signed in Abu Dhabi on the 10 February 2018 in three originals each in Arabic, Hindi and English languages, all texts being equally authentic.

In case of any divergence in interpretation, the English text shall prevail.



On behalf of the
Government
of the United Arab
Emirates
HE. Nasser Thani Juma
Alhamli,
Minister of Human
Resources
and Emiratisation



On behalf of the
Government of the
Republic of India
H.E. Navdeep Suri
Ambassador of India to
the
United Arab Emirates

Protocol on Domestic Workers
Annexed to the Memorandum of
Understanding
between
the Government of the United Arab
Emirates
and the Government of the Republic of
India
in the Field of Manpower

Pursuant to the Memorandum of Understanding (MOU) for cooperation in the Field of Manpower signed on 10 February 2018 by the UAE Ministry of Human Resources and Emiratization and Ministry of External Affairs, Government of the Republic of India (hereinafter referred to as Parties)

Noting the enactment of the UAE Law on Domestic Workers that entered into effect on 16 June 2017 and governs the employment of all domestic workers in the UAE;

Noting the applicable laws and regulations of the Government of India on recruitment and deployment overseas of Indian domestic workers;

Noting the shared desire of both Parties to facilitate the recruitment and admission of Indian domestic workers to the UAE and their employment in accordance with the provisions of the UAE Law on Domestic Workers and in compliance with applicable Government of India laws and regulations governing the recruitment and deployment overseas of Indian domestic workers, the two frameworks extending legal protection to Indian domestic workers prior to deployment and when in the UAE, respectively;

The two Parties agree to the following:

I. Recruitment of Indian Domestic Workers

The two Parties agree to cooperate to ensure that the recruitment of Indian domestic workers for employment in the UAE is subject to the following enforceable measures:

1. The recruitment of Indian domestic workers can be done directly or through registered and duly licensed UAE private recruitment agencies. Only registered and duly licensed UAE private recruitment agencies will process applications submitted by UAE employers for the placement of Indian domestic workers with UAE employers.

2. Only registered and duly licensed recruitment agencies authorized by the Ministry of External Affairs, Government of India for recruitment of male and female category workers will submit the names and details of candidates for approved vacancies.

3. The Two Parties will endeavour to ensure compliance by recruitment agencies with their respective laws, rules and regulations.

4. The two Parties will cooperate to itemize and identify all costs associated with the recruitment and deployment of Indian domestic workers and continuously update the itemized list

5. The obligations of UAE agencies to both worker and employer will be as per the UAE Law on Domestic Workers and contained in the Standard Contract.

6. The obligations of Indian registered and licensed agencies to both worker and employer will be as per the Indian laws and regulations governing the recruitment and deployment overseas of Indian domestic workers.

7. The two Parties will cooperate to combat all manifestations of forced labour and trafficking in persons and violations of labour rights.

8. Endeavour to share with the Government of India the award of work permits by MOHRE to Indian nationals.

II. The Contracting Process

The two Parties agree to cooperate to ensure that the contracting of Indian domestic workers is transparent and compliant with their respective regulations:

1. The employment of a domestic worker by a UAE employer will be governed by a Standard Employment Contract, a copy of which is attached to this Protocol.
2. A duly filled Employment Offer that is mirrored on the standard contract will be communicated by the UAE recruiting agency to the prospective worker for the purpose of obtaining the verifiable consent of the worker to the terms of employment.
3. The two Parties will cooperate to ensure that the terms of the offer are accessible and approved by the Indian side.
4. The Employment Contract will be signed by employer and worker upon the arrival of the worker to the UAE.
5. The two Parties will cooperate to design and deliver pre-departure and post-arrival worker and employer orientation programs.
6. The consummation of the contract will be subject to the provisions of the UAE Law on Domestic Workers and the terms of the contract.
7. Termination of the contract will be governed by the provisions of the UAE Law and the termination clause of the Standard Contract.

8. Dispute resolution will be subject to the provisions of the Law and the terms of the contract. The two Parties will cooperate to ensure that the rights that are extended to Indian domestic workers under the UAE Law on Domestic Workers and other legislations are duly protected and undertake legal measures against recruitment offices, companies or agencies in violation of the laws of either country.

9. Ensure the rights and promote the welfare of Indian workers in UAE pursuant to its laws..

10. Ensure that recruitment agencies, offices or companies of both countries and the employer shall not charge or deduct from the salary of the domestic worker any cost attendant to his/her recruitment and deployment or impose any kind of unauthorized salary deductions;

11. The monthly salary as provided in an employment contract is paid, and the same is verifiable.

12. Facilitate the repatriation of the Indian domestic worker upon completion/ termination of the contract, or in an emergency situation, or as the need arises, provided there is no criminal case pending against the Indian worker.

III. Implementation of this Protocol

1. The Two Parties agree to establish a Joint Committee to oversee the implementation of this Protocol.

2. At its inaugural meeting, the committee will identify and agree on a timeline for the development of implementing tools, including IT requirements, to empower the Two Parties to implement the terms of this Protocol.

3. The Committee will meet at least once a year to monitor and jointly assess the outcome of cooperation on domestic labour.

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.