

**Agreement on
Labour Co-operation for Domestic Service Workers Recruitment
between the Ministry of Overseas Indian Affairs of the Republic of
India and Ministry of Labour of the Kingdom of Saudi Arabia**

Preamble

The Ministry of Overseas Indian Affairs of the Republic of India and the Ministry of Labour of the Kingdom of Saudi Arabia, hereinafter referred to as the Parties;

Desiring to enhance cooperation on the recruitment of Domestic Service Workers (DSW) to promote mutual benefits, as outlined in the Agreement, to secure the rights of both the domestic service workers and the employers pursuant to the prevailing laws and regulation of both parties; and

Recognising that this Agreement will enable both Parties towards a comprehensive labour cooperation Agreement,

have agreed as follows:

**Article 1
Parties to the Agreement**

Parties to the Agreement are:

First Party: Ministry of Labour of the Kingdom of Saudi Arabia;

Second Party: Ministry of Overseas Indian Affairs of the Republic of India.

**Article 2
Objective of the Agreement**

This Agreement aims to protect the rights of both the employers and DSW and regulate the contractual relation between them.



Article 3
Areas of Cooperation between the Parties

The Parties shall:

- (i) Agree that term DSW shall define the term "Domestic Service Workers" as the employees whose job is wholly or mainly to do domestic work in a dwelling that a household uses mainly to live in, and will include but not limited to, gardeners, drivers of motor-vehicles and people who take care of children, the aged, the sick and the disabled;
- (ii) Endeavour to control recruitment costs in both countries;
- (iii) Ensure the recruitment of domestic service workers directly or through recruitment agencies, offices or companies that are licensed/registered by their respective governments;
- (iv) Adopt a standard employment contract for DSWs, the text of which shall have been accepted by the competent authorities of the two countries, which shall be binding among the contracting parties (Employer, Domestic Workers, Saudi Recruitment Office, Indian Recruiting Agencies)
- (v) Grant contractual parties the right of recourses to competent authorities within a fixed time-frame in case of contractual dispute to be specified by both parties in accordance with applicable laws;
- (vi) Take legal measures against recruitment offices, companies or agencies in violation of the laws of either country;
- (vii) 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;
- (viii) Cooperate to implement this Agreement and endeavor to resolve any issue arising during implementation and enforcement of any provision of this Agreement; and,

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- (ix) To work towards fostering a harmonious relationship between the employer and the DSWs based on mutual recognition of right to work with dignity and their respective cultures.

Article 4

Responsibilities of First Party

The First Party shall:

- (i) Ensure that the recruitment, hiring and placement of DSWs under this Agreement shall be in accordance with the relevant laws, rules and regulations;
- (ii) Ensure that the welfare and rights of DSWs employed in the Kingdom of Saudi Arabia are promoted and protected in accordance with the applicable laws, rules and regulations;
- (iii) Ensure the authenticity of the employment contract which shall provide among others, the rights and obligations of the employer and DSW and the terms and conditions of employment;
- (iv) Ensure the implementation of the employment contract between the employer and the DSW;
- (v) Endeavour to facilitate the expeditious settlement of labour contract violation cases and other cases filed before appropriate Saudi authorities/courts.
- (vi) Facilitate the opening by the employer of a bank account under the name of the DSW for the deposit of his/her monthly salary as provided in the employment contract;
- (vii) Endeavour to establish a mechanism which shall provide 24-hour assistance to the DSWs;
- (viii) Facilitate the issuance of exit visas for the repatriation of DSWs upon contract completion, in an emergency situation or as the need arises;

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Article 5
Responsibilities of the Second Party

The Second Party shall:

- (i) Ensure that the DSWs recruited satisfy health requirement and are free of all communicable diseases by virtue of thorough medical examinations through reliable medical centers in India.
- (ii) Ensure that prospective DSWs have no criminal/derogatory record;
- (iii) Perform through Embassy of India verification/authentication of employment contracts by the parties recruiting Indian DSWs.
- (iv) Urge prospective DSWs to observe Saudi laws, morals, ethics and customs while residing in the Kingdom of Saudi Arabia;
- (v) Facilitate repatriation of DSWs who violate contractual terms; and
- (vi) Endeavour to put in place procedures /mechanism to allow and ease departure of prospective Indian DSW for Kingdom Saudi Arabia without delay.

Article 6
Settlement of Disputes

Any disputes arising out of interpretation and implementation of this Agreement shall be settled by both Parties amicably through diplomatic channels.

Article 7
Joint Committee

A Joint Committee shall be formed, composed of the representatives led by senior officials of the parties which shall perform the following:

- a) Periodic review, assessment and monitoring of the implementation of this Agreement;

- b) Conduct consultative meetings in India and Saudi Arabia alternately on a date and place mutually agreed by both Parties. The Joint Committee may set up sub-committees or nodal points as may be needed to meet regularly to discuss issues arising from this Agreement; and
- c) Make necessary recommendations to resolve disputes arising from the implementation and the interpretation of the provisions of this Agreement or amendments to this Agreement, as may be necessary.

Article 8 **Amendments to the Agreement**

Any amendment or revision to any provisions of this Agreement shall be done by mutual consent and shall take effect on the date agreed upon by the Parties.

Article 9 **Entry into force**

Each Party shall notify the other Party in writing through the diplomatic channels of completion of required domestic legal procedures. This Agreement shall be effective as of the date of the latter notification thereof.

Article 10 **Validity and duration**

- (i) This Agreement shall be valid for five years and shall be renewable for a similar period(s), unless either Party officially notifies the other Party in writing of its intent to suspend or terminate the Agreement two months prior to the expiry date of this Agreement.
- (ii) Notwithstanding termination of this Agreement, its provisions shall remain in force with regard to Agreement and contracts conducted during validity of this Agreement.

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This Agreement is done in the City of New Delhi on 2nd January, 2014 corresponding to 01/03/1435 H, in two originals; English, Hindi and Arabic, all texts being equally authentic, and in case of divergence in interpretation, the English text shall prevail.



On behalf of
Ministry of Overseas Indian Affairs
Government of India



On behalf of
Ministry of Labour of the
Kingdom of Saudi Arabia