

Agreement concerning the organisation of Manpower Employment between the **State of Qatar** represented by the Ministry of Labour and Social Affairs and the **Republic of India** represented by the Ministry of Labour.

Desirous of strengthening understanding and cooperation between the two countries and in order to organise the entry of Indian Manpower to the State of Qatar the Governments of both the countries, have agreed as follows:-

Article I

The Ministry of Labour and Social Affairs in the State of Qatar and the Ministry of Labour in the Republic of India shall implement the provisions of this Document.

Article II

Recruitment of Manpower in India and its entry into Qatar shall be regulated in accordance with the relevant laws, rules and procedures of the two countries.

Article III

The Ministry of Labour and Social Affairs in the State of Qatar shall present to the Ministry of Labour, Government of India, recruiting applications from employers in the State of Qatar for employment of Indian Manpower. The Ministry of Labour shall endeavour to meet such applications within its available possibilities.

Article IV

If an employer in the State of Qatar requests for Indian Manpower having specific qualifications and experience he should specify that in the application to the Ministry of Labour and Social Affairs in the State of Qatar.

Article V

If the Ministry of Labour is not able to meet the requirements of the Qatari employer or if the Qatari employer is not interested in making recruitment as prescribed in Article-III above, he may make recruitment himself or authorise a representative working with him, or an Indian Recruiting Agent registered with the Ministry of Labour, to recruit and complete all procedural requirements, to work in his company or his establishment in Qatar.

Article VI

Recruitment applications shall state, *inter alia*, the required qualifications, experience and specializations. It shall also include the duration of contract, the conditions of employment, especially the salary agreed on, the end of service benefits and the facilities regarding transportation, accommodation as well as all information considered as basic which enables the workers to decide on signing labour contracts.

Article VII

The Ministry of Labour shall take necessary measures for facilitating the procedure of medical tests, acquiring passports or departure permits for workers desiring to work in the State of Qatar. The Ministry shall also provide these workers with information on the conditions, cost and standard of living in Qatar.

Article VIII

The employer shall bear the travel costs of the worker from India to the place of work in Qatar on entering the service as well as the return air passage at the end of his service. The employer shall also bear the travel cost of the worker from Qatar to India and back to Qatar on leave periods provided for by the Labour Contract. The employer shall be exempted from paying the worker's return passage to India in case the latter finally leaves his work without lawful excuses before the termination of the contract period or in case his service is terminated for reasons defined by the law such as breach of labour contract or for any of the grounds stated in Article 20 of the Qatari Labour Law.

Article IX

The terms and conditions of employment of Indian workers in Qatar shall be defined by an individual labour contract between the worker and the employer as in the appended specimen of labour contract which can be modified only by the mutual consent of the two Governments. The basic terms of employment including the rights and obligations shall also be clearly stated in this contract without contradicting the provisions of Qatari Labour Law.

Article X

The individual labour contract shall provide in detail the obligations of the employer

regarding the accommodation and medical treatment of the worker.

Article XI

The Arabic and English version's of the labour contract shall be the only authentic versions recognised by the Ministry of Labour and Social Affairs and the Law Courts in the State of Qatar. In case of any dispute arising in Qatar relating to provisions of labour contract between the first party and the second party mentioned in the contract, the Arabic version shall prevail when the dispute is referred to authorities concerned in the State of Qatar. The employer shall have no authority to amend or vary the provisions of the Labour Contract except for the purpose of improving the terms and conditions of service for the benefit of the workers after the approval of the Ministry of Labour and Social Affairs.

Article XII

The Labour Contracts shall be authenticated by the Embassy or Consulate of the Republic of India in the State of Qatar and by the Embassy or Consulate of Qatar in India if the contract is concluded in India.

Article XIII

The Labour Contract shall terminate with the termination of its duration period without further notification. If the employer desires the continuation of the contract, he shall notify the worker, in writing, of his desire of renewal atleast thirty days before the termination of the contract. The contract shall be renewed for a further period subject to mutual agreement of the first party and the second party.

Article XIV

The worker shall have the right to remit all what he saves of his salary to India in accordance with the exchange and other financial regulations in Qatar.

Article XV

In case of dispute between the employer and the worker a complaint shall be presented to the competent body in the Ministry of Labour and Social Affairs to decide on it. If an amicable settlement fails, the complaint shall be referred

to competent judicial authorities in Qatar.

Article XVI

A Joint Committee of three members from each side will be formed with the following functions:

1. To co-ordinate between the two states in the implementation of this agreement and to take necessary action in this regard.
2. To interpret the provisions of the agreement in case of any dispute in this regard and to settle the difficulties that might arise in the implementation.
3. To propose the review or amendment of any of the articles of this agreement whenever necessary.

The Committee shall meet periodically every two years or earlier when necessary at the date and place agreed upon.

Article XVII

The present Agreement is subject to ratification and shall enter into force provisionally on the date of signing and definitively on the date of the exchange of the Instrument of Ratification and may be amended by mutual consent of both the Governments. This Agreement shall remain in force for a period of four years and shall be automatically renewed for another subsequent periods unless either of the parties gives a written notice to the other of its intention to terminate the Agreement, six months in advance before the expiry of the Agreement.

IN WITNESS WHEREOF the undersigned being duly authorised by their respective Governments have hereto signed this Agreement and affixed thereto their Seals.

Done at New Delhi on this Eleventh day of the Month of April of the year one thousand nine hundred and eighty five A.D. in two originals each in Hindi, Arabic

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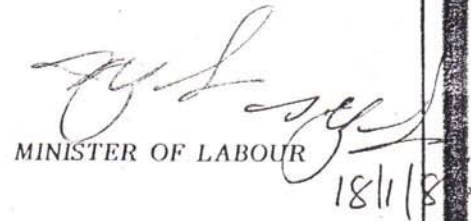
and English languages; all the texts being equally authentic except in case of doubt and divergence of opinion, the English text shall prevail.

FOR AND ON BEHALF OF
THE GOVERNMENT OF THE
STATE OF QATAR



MINISTER OF LABOUR
AND SOCIAL AFFAIRS

FOR AND ON BEHALF OF
THE REPUBLIC OF INDIA



MINISTER OF LABOUR

18/1/8