



**General Agreement**  
**In the Field of Manpower**  
**Between**  
**The Government of the Hashemite Kingdom of Jordan**  
**And**  
**The Government of Nepal**

**Preamble**

The Government of the Hashemite Kingdom of Jordan ("GOJ") hereinafter referred to as the First Party and The Government of Nepal ("GON") hereinafter referred to as the Second Party, and jointly referred to as "The Parties";

Bearing in mind the friendly relations between two countries and their people;

Recognizing the international commitments of both parties on human rights and labour rights, in particular the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights and the International instruments on the rights and welfare of labour;

Desiring to enhance the existing friendly relations between the two countries by fostering cooperation on the recruitment of manpower to promote mutual benefits;

Determined to respect, promote and realize the rights of workers and improve their working conditions;

Have agreed as follows:

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## Article 1: Objectives

The objectives of this agreement are as follows:

- a) Strengthen cooperation on labour matters by providing a legal framework for the employment of labour in order to protect, promote and fulfill their rights;
- b) Establish a mechanism to discuss, exchange views on labour related problems and resolve outstanding issues;
- c) Create mutual understanding between two governments to protect the rights of all workers, with special consideration to the specific vulnerabilities of female migrant workers;
- d) Facilitate healthy cooperation and exchange of information on best practices of labour migration for mutual benefits; and
- e) Promote international labour standards of rights at work, encourage decent work opportunities, enhance social protection and strengthen dialogue on work-related issues.

## Article 2: Definitions

For the purpose of this General Agreement unless otherwise stated:

- a) First Party: The Government of the Hashemite Kingdom of Jordan/ Ministry of Labour;
- b) Second Party: The Government of Nepal/ Ministry of Labour and Employment;
- c) 'Employment' shall mean engagement of a person under mutually agreed terms and conditions of job to undertake specified functions for specified period;
- d) 'Employer' refers to a company or an individual in the Hashemite Kingdom of Jordan that seeks the service of Nepali migrant workers;
- e) 'Employment Contract' refers to the contract signed between worker and his/her employer explaining the terms and conditions of the service, including among others, the rights and duties in line with the laws of both countries;
- f) 'Recruitment Agencies' refers to legally licensed or registered agencies based in Nepal and recruitment agencies in Jordan (for the recruitment of migrant domestic workers), responsible to undertake the business of calling applications, screening and selecting individuals as per laws on foreign labour recruitment;



- g) 'Placement of worker' shall mean designating a worker to undertake his/her duties in specified occupation, institution and location;
- h) 'Workers' encompass any citizens of Nepal, who are to be recruited, are recruited or have been recruited under a specific contract agreement in the Hashemite Kingdom of Jordan.

### **Article 3: Responsibilities of the Parties**

The Parties shall:

- a) Control and regulate costs related to recruitment and employment in both countries;
- b) Exchange updated information on the licensed and blacklisted recruitment agencies of either country;
- c) Recruit workers through licensed recruitment agencies or through direct recruitment process, and monitor their operations;
- d) Grant contractual parties the right of recourse to competent authorities in the case of dispute in implementing contractual provisions, in accordance with prevailing laws of the respective countries;
- e) Take effective legal measures against unscrupulous employers, labour recruiters, companies or agencies in violation of the laws of either country;
- f) Cooperate in implementing this agreement and future endeavors to resolve any issues that arise;
- g) Cooperate to eradicate forced labour and human trafficking between two countries, the parties shall share and exchange information regarding these activities and take legal action against perpetrators in their respective jurisdiction according to their laws.

### **Article 4: Responsibilities of the First Party**

The First Party shall:

- a) Ensure that the recruitment, hiring and placement of workers under this agreement shall be in accordance with the relevant laws and within the legal and administrative provisions;
- b) Ensure that the costs to be incurred for visa, travel expenses, insurance, medical expenses, and other processes related to the recruitment of the workers in Jordan shall be borne by the Employer;



- c) Ensure that the welfare and rights of workers employed in Jordan are promoted and protected in accordance with the Jordanian applicable laws;
- d) Ensure the authenticity of the employment contract which shall provide among others, the rights and obligations of the employer and workers and the minimum terms and conditions of employment;
- e) Ensure the implementation and enforcement of the employment contract between the employer and the workers;
- f) Ensure that workers are permitted to travel home to visit families every two years. Travel costs will be borne by Employer;
- g) Grant permission to change the employer if the first employer could not provide works as per their contract or if the company is closed with various reasons, in accordance with applicable legislation;
- h) Ensure the respectful and decent treatment of workers by the employer in virtue of its legal and administrative Jordanian provisions regardless of their personal and professional background;
- i) Ensure the equal and fair treatment to Nepali workers in terms of the provisions, calculation of overtime, working conditions, and access to judicial authorities and such treatment shall be no less favorable than those applicable to local or other foreign workers;
- j) Adopt effective measures, with due regard for the special characteristics of the female workers, to ensure their occupational health and safety;
- k) Ensure the fair terms of employment, decent working conditions, and decent living conditions that respect their privacy;
- l) Ensure the safety, security and welfare of the workers;
- m) Take the necessary legal and administrative measures for the protection of Nepali workers from all kinds of harassment, abuse, forced work and exploitation;
- n) Control illegal trafficking of Nepali migrant worker from Jordan to third country.

#### **Article 5: Responsibilities of the Second Party**

The Second Party shall:



- a) Take necessary measures to provide workers demanded by the First Party according to required employment description;
- b) Ensure that prospective workers have/bear no criminal records;
- c) Ensure that prospective workers have received appropriate orientation on the Jordanian culture, custom and tradition as well as nature of terms and contracts;
- d) Ensure workers are fully aware of the terms and conditions of their contract prior to departure and that employment contracts do not conflict with laws of parties;
- e) Ensure that workers have fulfilled the health requirements through medical examinations from government approved medical centers licensed by the competent authority of Nepal and approved by the Jordanian Ministry of Health;
- f) Ensure that workers have not been charged any fees by recruitment agencies in Nepal beyond those stipulated by the Government of Nepal;
- g) Ensure necessary support and referral mechanisms for its citizens in the host country in case of grievances or extraordinary situations;
- h) Ensure labour recruiters operate in a responsible way within the law, and are subject to control and supervision by government authorities.

## **Article 6: Terms and conditions of Employment**

1. The Parties recognize that the workers shall be employed in accordance with the terms and conditions of employment as provided under the relevant laws, relating to labour in both countries.
2. The terms and conditions of employment including wages, allowances, other benefits and hours of works etc. shall be governed by the Employment Contract signed between the Employer and the Worker and duly authenticated by the competent authorities of the Parties.
3. The Parties shall take appropriate measures for the protection and welfare of the workers and employers as per the Jordanian Laws and Regulations.



4. The Parties shall take appropriate action against the employer, recruitment agent and workers if the provisions of this agreement are not complied with.

#### **Article 7: Supervision of living and working condition**

1. Provisions should be made for the supervision by the competent authority or authorized bodies of the GoJ of the living and working conditions, including hygienic conditions, to which the migrants are subjected.
2. The officials of the diplomatic mission accredited to the Hashemite Kingdom of Jordan by the GON shall be authorized and allowed to visit the workplace and the living quarters of the worker, after taking the necessary approval in line with the laws and legislation in force. In the case of domestic workers, the Ministry of Labour of Jordan will require the domestic worker to come to the Ministry in the presence of representatives of the diplomatic mission of Nepal in Jordan or diplomatic mission accredited to the Hashemite Kingdom of Jordan, at the request of the worker.

#### **Article 8: Employment Contract**

1. The multi-language (English, Arabic, and Nepali) standard employment contract mutually accepted by both parties is attached with this agreement in Annex I. The employment contract in Annex II shall be used for domestic service workers.
2. The employer or his/her authorized representative shall sign the employment contract in accordance with the provisions of the standard employment contract. The contract shall be authorized by a) the Ministry of Labour of Jordan and the Nepali diplomatic mission and transferred to b) the Ministry of Labour and Employment of Nepal before the worker signs the employment contract. The worker shall sign the original employment contract signed by the employer before departure from Nepal.
3. For domestic workers, the employment contract should also be signed by the recruitment agencies in Jordan and Nepal.
4. In case of recruitment through agencies, the agencies shall ensure the full comprehension including free, prior and informed consent, and the signature of the contract by the worker.

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5. The contract signed by the employer and the worker shall then be submitted to the Jordanian authorities as a prerequisite for obtaining the visa and the primary approval for work in Jordan.
6. The employment contract shall be legally binding on both the Employer and the Worker and its compliance shall be monitored by the joint committee formed under article 18 of this Agreement.

### **Article 9: Training and Orientation**

1. Workers selected for employment in Jordan shall receive basic training in Nepal regarding, in Jordan. Training shall be provided by an authorized institution in the Nepal, under the supervision of the Ministry of Labor of Nepal.
2. The Nepali workers will be provided with additional training and orientation after arrival in the destination country including briefing on national labour laws and other laws related to migrant workers, cultural and religious practices, general introduction to the workplace, working and living conditions, and training on occupational safety and health before starting their work in Jordan.

### **Article 10: Recruitment process**

1. The Parties shall adopt necessary legal measures to assure a smooth, fair, transparent and legal recruitment process.
2. The Second Party shall ensure that the workers selected for employment in the Hashemite Kingdom of Jordan satisfy the following conditions prior to their entry into Jordan:
  - a. Not less than 18 years of age and not more than 50 years of age; For domestic workers, the minimum age shall be 24 years of age and not more than 45.
  - b. Possess the requisite qualifications and skills required by the occupation/job;
  - c. Complete orientation of Jordanian labour and other applicable laws, culture, religion and social practices;
  - d. Completed required medical examinations and obtained a certificate of good health as agreed by the Parties; and



- e. Undergo a fair and transparent recruitment process, including an assurance that migrant workers shall not be charged any fees or costs by recruitment agencies facilitating their recruitment above those stipulated by relevant laws.
3. The Employer shall pay the cost of visa fee, return air-ticket, home-leave every two years.
4. The recruitment agencies of Nepal and Jordan shall follow the laws and regulations of their respective country.

### **Article 11: Period of Employment**

1. The workers employed under this agreement shall work in the Hashemite Kingdom of Jordan for a specified period of time as specified in the employment contract.
2. The workers may be allowed to continue to work in Jordan after the expiry of the period through the renewal of the employment contract or entering into a new employment contract with the same or another Employer, subject to the approval of the relevant authority in the Hashemite Kingdom of Jordan.
3. The employer shall facilitate the exit permit from GOJ if the workers want to return to his/her country upon completion of the contract.

### **Article 12: Salary and Remittance**

1. The salary of the worker will be according to the employment contract. The Employer shall facilitate opening a bank account under the name of the worker to deposit his/her monthly salary and provide the deposit voucher to the worker and a copy to the relevant labour inspectorate and the Nepali diplomatic mission, if requested.
2. Every worker shall be facilitated to remit his/her earnings (salary, savings, and bonuses) to Nepal in any currency recognized by the GOJ, in accordance with Jordanian laws and regulations.

### **Article 13: Insurance**

1. The Government of the Hashemite Kingdom of Jordan will ensure that the employer provides life and disability insurance to the worker during their employment contract as





per the laws of the Hashemite Kingdom of Jordan. Employer shall provide all necessary medical care to all workers as and when necessary.

2. The Ministry of Labour of the Government of Jordan shall monitor the implementation of this provision.

#### **Article 14: Equality of Treatment**

1. The competent authority of GOJ shall grant to Nepali migrant workers with respect to employment in which they are eligible to engage treatment no less favorable than that applicable to its own nationals in virtue of the provisions of the Jordanian Labour Law.
2. Such equality of treatment shall apply under the Jordanian Labor Law, without discrimination in respect of nationality, race, religion or sex, to Nepali workers lawfully within the territory of the Hashemite Kingdom of Jordan, in accordance with the applicable Jordanian laws and regulations in respect of the following matters:
  - a. Respect and promote rights, dignity and religious belief;
  - b. Provide decent working conditions including proper clothing, clean place/habitation and healthy work environment;
  - c. Remuneration, including hours of work, weekly rest days, overtime payments, holidays with pay and other regulations concerning employment;
  - d. Admission to training institution for vocational and technical training;

#### **Article 15: Protection of Female Workers**

1. Employers should ensure proper arrangements to address specific vulnerabilities of female workers and their protection against any violence, threats and physical and/or sexual abuse.
2. The female worker shall not be subjected to conditions of forced labour, unlawful holding of passports, restriction of movement and communication with their families and the embassy/consulate.
3. GOJ shall provide appropriate mechanisms to seek justice for any violence against female workers in accordance with the Laws.
4. GON shall develop and establish viable support services for its citizens.



5. Employer shall provide appropriate privacy to female workers including separate room.
6. Employer shall provide all necessary medical care to female workers in case of any health related issues.

#### **Article 16: Repatriation of Deceased Workers**

1. In case of death of the workers, the insurance company shall be responsible to facilitate and bear the cost for ascertaining the cause of death, i.e. post mortem, and upon the request of the families the body of deceased worker shall be repatriated to Nepal as soon as possible.
2. All the financial/insurance/compensation benefits provided by the employer to the legal heir of deceased worker shall be released, in accordance with Jordanian laws and regulations.
3. The first party shall facilitate the process of dead body repatriation including release of benefits.

#### **Article 17: Workers Dispute Settlement**

1. In case of dispute between a migrant and his/her employer, the complaints shall be filed to the Ministry of Labour, or to the governmental body concerned which will inform the Nepali Diplomatic mission in Jordan.
2. In case /if the dispute is not resolved by the assigned authorities at the initial step, the migrant worker shall have access to the appropriate and effective remedies, such as access to courts, legal advice and compensation, in accordance with the laws and regulations of the Hashemite Kingdom of Jordan.
3. The First party shall facilitate the expeditious settlement of workers contract violation cases in accordance with applicable legislation.

#### **Article 18: Joint Committee**

1. A Joint Committee, constituting at the Joint Secretary level comprising of three representatives from each side shall be established within three months of entry into force of this agreement to perform the following;



- a. Periodic review, assessment and the monitoring of the implementation of the provisions of this Agreement; and
  - b. Make necessary recommendations to resolve dispute arising from the implementation of the provision of this Agreement or amendments to this Agreement, as may be necessary.
2. The parties shall organize the consultative meetings in Nepal and the Hashemite Kingdom of Jordan alternately on a date and place mutually agreed by the both parties. The committee shall conduct a meeting annually, or earlier if needed, to solve the problem if any, arising while implementing this Agreement.
  3. Each Party shall designate a national contact point for labour matters to facilitate communication between the Parties. The Parties may exchange information and coordinate activities between meetings using email, video conferencing or other means of communication.

#### **Article 19: Validity and duration**

1. Both parties shall notify each other of the completion of the constitutional procedures required for the Agreement to enter into force. This agreement shall enter into force after (7) days from receiving the second notification through diplomatic channels.
2. This Agreement shall be valid for four years. It will be automatically renewed for the same or similar periods unless either parties by a written notification through diplomatic channels expresses its intention for termination. Either party may terminate the agreement at any time by notification in writing through diplomatic channels to the other party. This agreement shall cease to be in force (90) days after such a notification has been received by the other party through diplomatic channels.

#### **Article 20: Revision and amendment provision**

1. Any amendment, revision or modification to any provision of this Agreement shall be done by mutual consent and shall take effect on the date agreed upon by the Parties.
2. Any revision, modification or amendment accepted by the parties shall be produced in the writing and shall form part of this Agreement.
3. Any dispute arising out of the interpretation and/or implementation of this Agreement shall be settled by both parties amicably through diplomatic channels.



In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Amman on the 18 October day of 2017 in two originals in Arabic, Nepali and English languages, each text being equally authentic. In case of divergence in interpretation and implementation, the English text shall prevail.

  
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Minister for Labour and Employment

The Government of Nepal

  
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Minister for Labour

The Government of the Hashemite Kingdom of Jordan

