

**Agreement on
Labour Co-operation between the Ministry of Labour of the Kingdom of Saudi
Arabia and Ministry of External Affairs of the Republic of India for Recruitment
of General Category Workers**

Preamble

The Ministry of Labour of the Kingdom of Saudi Arabia (First Party) and the Ministry of External Affairs of the Republic of India (Second Party), hereinafter collectively referred to as the Parties;

Desiring to enhance cooperation in the recruitment of General category workers to promote mutual benefits and to secure the rights of the General Category Workers and their employers in accordance to the laws and regulation of the parties in force; and

Desiring further to reach to a comprehensive labour cooperation Agreement;

Have agreed as follows:

Article 1

Objective of the Agreement

This Agreement aims to protect the rights of the employers and General Category Workers and regulates the contractual relation between them as well as automates the recruitment processes between the Parties.

Article 2

Areas of Cooperation

The Parties shall:

- (i) Agree that term 'General Category Workers refer to all Indian nationals employed in the Kingdom of Saudi Arabia through employment contracts except Domestic Category Workers.
- (ii) Undertake joint collaborative programs and activities in pursuit of the objective of improving the administration of the contractual employment electronically.
- (iii) Work to accept a common format of an online system which shall be integrated between Parties through a Joint Technical Committee.
- (iv) Endeavour to control recruitment costs in both countries;
- (v) Ensure the recruitment of General Category Workers directly or

through recruitment agencies, offices or companies that are licensed/registered by their respective Governments;

- (vi) Grant General Category Workers and Employers 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;
- (vii) Take necessary legal measures against recruitment offices, companies or agencies acting in violation of the laws of the countries of either Party;
- (viii) Ensure that recruitment agencies, offices or companies of both countries shall not charge or deduct from the salary of the General Category Worker any cost attendant to his/her recruitment and deployment or impose any kind of unauthorized salary deductions;
- (ix) Cooperate to implement this Agreement and endeavour to resolve any issue arising during implementation and enforcement of any provision of this Agreement.

Article 3

Responsibilities of First Party

The First Party shall:

- (i) Ensure that the recruitment, hiring and placement of General Category Workers under this Agreement shall be in accordance with the relevant laws, rules and regulations;
- (ii) Ensure that the welfare and rights of General Category Workers employed in the Kingdom of Saudi Arabia are promoted and protected in accordance with the applicable laws, rules and regulations;
- (iii) Endeavour to facilitate the expeditious settlement of labour contract violation cases and other cases filed before appropriate Saudi authorities/courts.
- (iv) Facilitate the opening by the employer of a bank account under the name of the General Category Workers for the deposit of monthly salary as provided in the employment contract; and
- (v) Endeavour to establish a mechanism which shall provide 24-hour assistance to the General Category Workers.

Article 4

Responsibilities of the Second Party

The Second Party shall:

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

Article 5

Settlement of Disputes

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

Article 6

Joint Technical Committee

A Joint Technical Committee shall be formed, comprising of the representatives led by senior officials of the Parties which shall have the following functions:

- a) Periodic review, assessment and monitoring of the implementation of this Agreement;
- b) Conducting consultative meetings in Saudi Arabia and India alternately on a date and place mutually agreed by Parties. The Joint Technical 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) Making 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 7
Amendments**

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

**Article 8
Entry into force**

Each Party shall notify the other Party in writing through the diplomatic channels of the completion of required domestic legal procedures for putting into force this Agreement. This Agreement shall come into force from the date of the latter notification thereof.

**Article 9
Validity and duration**

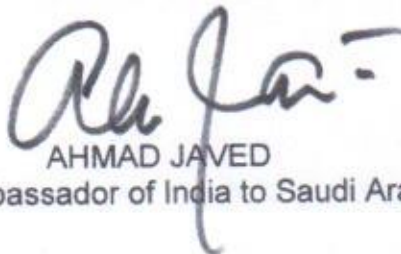
(i) This Agreement shall be valid for five years and shall be renewable for a similar period(s), unless either Party notifies the other in writing of its intent to suspend or terminate this Agreement at least two months in advance.

(ii) Notwithstanding termination of this Agreement, its provisions shall remain in force with regard to Agreement and contracts conducted during validity of this Agreement.

This Agreement is done in the City of Riyadh on 3rd April, 2016 corresponding to 25.06.1437 H, in two originals, in English, Arabic and Hindi languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.


In Witness Whereof, the authorised representatives of the Parties have signed this Agreement.

On behalf of
Ministry of External Affairs
Government of India



AHMAD JAVED
Ambassador of India to Saudi Arabia

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



ZIYAD I. AL-SAIGH
Deputy Minister for Internal Affairs