



**Agreement
between
the Federal Employment Agency of the Federal Republic of Germany
and
the Ministry of Labor of the Hashemite Kingdom of Jordan
on the placement of skilled workers from Jordan in employment as registered General
Nurses in Germany**

The Ministry of Labor (MoL) of the Hashemite Kingdom of Jordan, represented by the Minister of Labor in addition to his job or whomever he delegates, and its address: Amman, Seventh Circle, Issa Al-Naouri Street, Building No. 11, Tel. (+96265802666), p. Box (8160), Postal Code (11121), Amman, Jordan

and

the Federal Employment Agency (Bundesagentur für Arbeit: BA), Regensburger Str. 104, 90478 Nuremberg, Germany, represented by its Executive Board, in turn represented by the Managing Director International Affairs

hereinafter referred to as "the parties" agree the following:

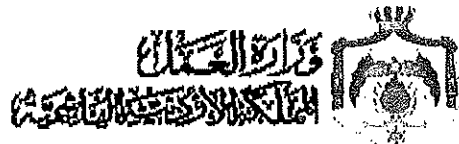
Objective

The aim of this agreement is to define the selection and placement process in the cooperation of the parties for the employment of qualified health professionals from Jordan as registered general nurses in Germany. In particular, this may also include prior or simultaneous participation in a skills development program.

The placement agreement paves the way for a special residence permit in Germany. The relevant legal basis at the time this agreement is concluded are § 16d (4) of the German Residence Act (AufenthG) and § 2 of the Employment Ordinance (BeschV).

General Principles

- This agreement is based on the Memorandum of Understanding concluded on May 26th, 2021 between BA and MoL.
- The labor-market interests of both countries shall be taken into account in the placement process.



- The cooperation under this placement agreement shall be conducted in accordance with the laws and regulations of both countries and based on the principles of mutual respect and benefit, fairness and transparency¹.
- This agreement is based on the idea of fair migration. The parties shall therefore comply with international principles for ethical recruitment of skilled workers when implementing this agreement.
- The parties shall cooperate in the interests of optimal implementation of this agreement and share their experiences with the aim of improving and simplifying the procedures.
- The annexes to this agreement are an integral part of the agreement itself. Amendments to the annexes can only be made by mutual understanding between the parties.
- Any differences between the parties concerning the interpretation and implementation of this agreement shall be settled amicably through consultation between the parties.
- Private placement services commissioned by employers are excluded from performing tasks arising from this agreement.
- It is possible to extend this placement agreement to other professions identified by mutual agreement of the parties.
- The parties agree that candidates and employers in breach of the provisions of this agreement may be excluded from the placement process.

1. Selection of applicants

The applicants shall be selected by the parties using a mutually agreed process. In this context, the criteria listed in Annex 1 shall apply. These criteria have been defined in consideration of the applicable provisions of the residence law in the Federal Republic of Germany². In case of amendments to the selection criteria, these will be defined in additional annexes.

2. Placement of applicants and employment in Germany

The BA shall place the selected applicants in employment in the healthcare or long-term care sector in Germany, for which the employment conditions are not less favourable than those for comparable national workers.

Workers not yet having received the full recognition of the Jordanian nursing degree in Germany shall be placed in employment as a "nursing assistant" (without a regulated degree), which they will carry out until the equivalence of the professional qualification has been recognised and a professional licence has been issued.

There will be a standard employment contract (Annex 2) to be used for the employment of health professionals under this agreement until the successful recognition of the Jordanian qualification in Germany has been reached. The mandatory standard employment contract shall stipulate the rights and obligations of the worker and the employer during the recognition process.

¹ Subject to any changes to the law in the future in both countries.

² See: https://www.gesetze-im-internet.de/englisch_aufenthg/index.html



After successful recognition of the equivalence of their foreign professional qualification, issuing of a professional licence and receiving the corresponding residence permit for employment as a skilled worker, the workers will be employed as registered general nurses.

Workers placed under this agreement are subject to compulsory insurance in the German social security system (health and long-term care insurance, pension, accident, and unemployment insurance).

In cases where employment relationships, through no fault of the applicant, are not established or end prematurely after the applicant has entered Germany, the BA shall seek to place the applicant in a suitable new employment. If this placement also fails and another residence title is not possible either, the legal consequence is the termination of the applicant's residence.

The workers shall be exempted from fees for the selection process and placement in employment in the Federal Republic of Germany.

Under this agreement, workers shall not be placed with employers who include so-called company loyalty agreements with repayment clauses³ in the employment contract or corresponding supplementary contracts.

3. Process for the assessment of equivalence of the foreign professional qualification and for the issuing of a professional license

The workers must apply for the recognition of the equivalence of their foreign professional qualification and the issuing of a professional licence at the responsible authorities in Germany. If substantial differences exist between the foreign professional qualification and the German reference qualification or if applicants lack the language skills required for issuing the professional licence, the workers shall acquire the necessary qualifications by means of skills development programs, which may also include preparing for and sitting an examination.

The residence permit according to this placement agreement enables the foreign skilled worker to enter Germany without proving the equivalence of the professional qualification before entering Germany. However, the application for the foreign skills approval must be carried out immediately after entering Germany.

The residence permit for carrying out the recognition process based on the placement agreement is initially granted for a maximum of twelve months and can be extended to a total period of residence for a maximum of three years. This extension is only possible if proof is provided that the procedure for recognition of the foreign professional qualification is consistently pursued.

Subsequent skilled employment as a registered general nurse in Germany is possible if the professional recognition procedure has been successfully completed and the professional licence has been issued within the above-mentioned time limit.

If the recognition is not obtained or the professional licence is not issued within three years, an individual cannot subsequently work as a registered general nurse and the legal consequence

³ Such clauses oblige workers to reimburse costs related to the recruitment to the employer in the event of early termination of the job contract (this concerns in particular costs for German language courses, translations, skill recognition procedures, adaptation qualifications and travel expenses).



Is the termination of the residence permit granted for the employment as a qualified healthcare professional.

4. Implementation of labor market admission procedure

For obtaining the applicable residence permit, a visa is issued by the German embassy or the German consular representation in Jordan. For the visa, a labor market admission by the Federal Employment Agency is required (Annex 3). The visa entitles the holder to enter Germany and take up employment.

The visa is limited to several months by the German Embassy. The time limit of the visa may vary depending on the individual case.

Before the entry visa expires, the worker must apply for a residence permit at the competent immigration office at his/her new place of residence in Germany.

5. Data protection clause

Insofar as personal data is transmitted on the basis of this agreement, in accordance with the national law of both parties countries the following provisions shall apply in accordance with the legal provisions applicable for each side.

a) The recipient shall, on request, inform the transmitting authority about the use of the transferred data and the results achieved.

b) The use of the data by the recipient shall only be permissible for the purposes set out in this agreement and subject to the conditions specified by the transmitting authority.

c) The transmitting authority shall be obliged to ensure that the data to be transmitted is correct and that the transmission is necessary and proportionate in view of the intended purpose. In this context, transmission prohibitions which apply under the national law of the country in question shall be respected. Data shall not be transmitted if the transmitting authority has reason to assume that this would infringe the purpose of a national law or harm legitimate interests of the data subjects. If it emerges that incorrect data has been transmitted or that data whose transmission was impermissible has been transmitted, the recipient must be notified without delay. If the recipient is a party to this agreement, the recipient shall be required to rectify or erase the data without delay. The parties to this agreement shall undertake to agree with their respective partners that these partners will also make a commitment to rectify or erase, without delay, incorrect data or data whose transmission was impermissible.

d) The workers placed under this agreement shall, on request, have a right of access to information about the transmitted data relating to his or her person, and about the intended purpose for which it is to be used. An obligation to provide such information shall not exist insofar as the public interest in not providing the information overrides the personal. Otherwise, the right to receive information about the individual available data relating to his or her person shall be based on the national law of the side in whose territory the request is made, insofar as the national law provides for such a right.

e) If someone is unlawfully harmed in connection with data transmissions under this agreement, the recipient shall be liable for this in accordance with its national law. The recipient



may not claim in its defence, vis-à-vis the injured party, that the harm has been caused by the transmitting authority.

f) Insofar as the national law which applies to the transmitting authority provides special time limits for erasure of the transmitted personal data, the transmitting authority shall notify the recipient of them. Irrespective of these time limits, the transmitted personal data shall be erased as soon as it is no longer required for the purpose for which it was transmitted.

g) Records on the transmission and receipt of personal data must be kept by the transmitting authority and the recipient.

h) The transmitting authority and the recipient shall be required to protect the transmitted personal data effectively against unauthorised access, unauthorised changes and unauthorised disclosure.

6. Anti-corruption clause

The parties affirm that they will not accept any benefits for performing the tasks set out in this agreement from third parties, especially not from potential employers, applicants or their family members, private service providers or placement services. This also includes, in the framework of the placement process, a ban on

- accepting gifts or sums of money, or
- accepting the granting or promising of other types of advantages.

7. Anti-discrimination clause

During the selection and placement process, applicants may not be subject to any preferential or discriminatory treatment based on ethnicity or nationality, gender, sexual identity, social background or status, disability, or religious, philosophical or political belief.

8. Period of validity and termination

This agreement shall apply for an indeterminate period of time. It may be terminated in writing by either party, without stating reasons. The other party shall be notified three months prior to the termination date.

This agreement may be amended through mutual written consent of the parties. Such amendment shall come into effect on a date to be mutually determined by the parties and shall form an integral part of this agreement.

Either party shall be entitled to terminate the agreement without notice in the event of violations of the provisions of this agreement or changes in the underlying national law.

9. Final provisions

This agreement shall become effective on May 10, 2022.

Signed in Amman on May 10, 2022 in three originals, one in German, one in Arabic and one in English. Each party shall receive a copy in German, a copy Arabic and a copy in English.



**Bundesagentur
für Arbeit**



In case of any divergence on the interpretation of this placement Agreement, the English text shall prevail.

The Federal Employment Agency of the
Federal Republic of Germany

The Ministry of Labor of the Hashemite
Kingdom of Jordan

Managing Director International Affairs

Minister of Labor





Annex 1: Selection criteria, roles and tasks in the placement of skilled workers from Jordan in employment as registered General Nurses in Germany under the program "Triple Win"

between the Ministry of Labor (MoL) of Jordan and the Federal Employment Agency of Germany (BA: Bundesagentur für Arbeit) on the placement of qualified health professionals from Jordan as registered general nurses in Germany.

I. Obligations of the Parties

1. Preliminary Remarks

Both parties will implement the selection and placement process in accordance with its defined obligations. To fulfill its obligations the BA will implement the recruitment of health professionals through its already existing program "Triple Win" (hereinafter called "TW program"). Triple Win is a joint program of the BA and the Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ) on the recruitment of nurses from third countries. The basis for the cooperation between BA and GIZ in the Triple Win program is the cooperation agreement dated 13 May 2019. The participation of the GIZ in the implementation of the TW program in Jordan is described and confirmed in a separate letter addressed to MoL (Annex 4).

2. For the implementation of this agreement, BA shall:

- a. Plan, implement and monitor the cooperation together with MoL;
- b. Approach employers in Germany, inform and advise them on the recruitment of health professionals from Jordan;
- c. Conduct the selection interviews for a participation in the Triple Win-Program in Jordan;
- d. Coordinate the matching process: provide information about possible employers to the candidate and take into consideration of the candidate's preferable choice of employer;
- e. Arrange the placement of workers in employment in the healthcare or long-term care sector in the Federal Republic of Germany, for which the conditions of employment may not be less favourable than those for comparable national workers;
- f. Issue the labor market admission for the residence title;
- g. Monitor and support the recognition process in Germany in order to ensure that recognition is actually obtained.
- h. Provide applicants with information about opportunities to receive assistance with living and working in Germany. At the time of the conclusion of this agreement, these opportunities include initial counselling and referrals to other available services on central or regional level, including "Fair Integration" counselling centers for information on labor law.
- i. Endeavour to find an alternative applicant for the respective employer if the candidate who has been placed in employment does not enter the Federal Republic of Germany.

3. For the implementation of this agreement, GIZ shall:

- a. Support and monitor job advertisements and shortlisting of applicants in Jordan.
- b. Facilitate the preparation of documents needed for the candidates to work in the Federal Republic of Germany, including passport.



- c. Check the authenticity of the documents based on local preliminary checks.
- d. Organize the interviews, language courses and a preparatory technical course in Jordan.
- e. Notify the applicants of the results regarding the Project participation; Preparation of a waiting list; Organisation of the follow-up procedure.
- f. Assist the candidate with visa and recognition applications and travel arrangements.
- g. Advise the employer and the worker regarding additional job-related language training and the recognition process.
- h. Provide integration support for employers and workers in Germany:
 - Provide a welcome kit to the employer and the nursing professional.
 - Carry out an integration workshop with the employer on themes of integration, recognition and onboarding.

4. For the implementation of this agreement, MoL shall:

- a. Plan, implement and monitor the cooperation together with BA;
- b. Announce the application vacancies through MoL's platforms;
- c. Handover incoming applications to the GIZ;
- d. Support the GIZ with advising the applicants and facilitating the interviews
- e. Participate in the whole process of the candidate's selection through a nominated contact person.

II. Selection Criteria

1. The applicant shall satisfy the following preliminary qualifications:
 - a. Graduated from accredited nursing education institution and holding the following Jordanian degree:
 - (1) Bachelor of Science (BSc) degree in nursing;
 - b. Have a Nurse Registration Certificate – from 'Jordan Nurses and Midwives Council' (JNMC);
 - c. Legal age of minimum 18 years;
 - d. Proof of a German language level of at least B1 (according to the Common European Framework of Reference for Languages) at the time of visa application. At the time of selection, language acquisition must not yet have begun/completed. Applicants must declare their willingness to learn German.
2. Required documents for the application are:
 - a. Curriculum Vitae In English;
 - b. Motivation Letter In English;
 - c. Legalized Copy of Bachelor Certificate in Nursing;
 - d. Legalized Copy of Academic transcript;
 - e. Legalized Copy of Nurse Registration Certificate from 'Jordan Nurses and Midwives Council' (JNMC);
 - f. Legalized Copy of Reference from previous employer (if applicable);
 - g. Passport Copy.

III. Selection and Placement Process

1. The BA will submit the demand as well as a general job description for qualified nurses to MoL.



2. MoL will recruit nurses based on this job description through their announcement channels.
3. Qualified applicants will register at the relevant platform of MoL and submit the necessary documents.
4. BA, with the assistance of MoL and supported by GIZ will conduct the interviews for the selection for the participation in the Triple Win program.
5. After the acceptance by Triple Win the nurse will join the preparation program organized by the GIZ. The preparation program entails a language course until the level B1 and preparatory technical course on living and working in Germany (5 days).
6. While the nurses attend the preparation program, BA organizes the matching process as well as hiring interviews with the employer (by phone, online or personally in Jordan).
7. The BA will coordinate the signing of the employment contract.
8. BA and GIZ coordinate and support the preparation for the departure.
9. GIZ supports the candidate with the recognition application and the visa application process. The BA will submit the labor market assessment.
10. After arrival in Germany GIZ advises and informs the candidate about the integration process. GIZ also advises the employer and the candidate on the recognition procedure and language training in Germany.
11. The BA with assistance of GIZ will continue to monitor and support the process in Germany in order to ensure that recognition and employment as a registered nurse is actually obtained.



**Bundesagentur
für Arbeit**



Annex 2: Standard Employment Contract

- To be added -



Annex 3: Labor market admission procedure

The procedure outlined refers to foreign skilled workers who wish to enter Germany on the basis of this placement agreement. They require an entry visa and a residence title. The placement agreement establishes this residence title. The relevant legal bases for this are Section 16d (4) of the Residence Act (AufenthG) and Section 2 of the Employment Ordinance (BeschV).

Entry visa

A visa is issued by the German embassy or consular representation in Jordan for the purpose of entry and recognition of the professional qualification acquired abroad in Germany (see Annex 2). This also entitles the holder to take up employment during the recognition procedure. For this purpose, a labour market admission by the Federal Employment Agency is required. The visa is limited to several months. The following requirements must be met before applying for the visa:

- a. proof of the required language skills (see Annex 1).
- b. approval by the Federal Employment Agency to take up employment in a professional context from the time of entry. The employment must require skills, knowledge and abilities acquired in a course of study or qualified vocational training.⁴ Full-time employment is only permitted in this field and must not affect the recognition. It must be possible to attend qualification measures at any time. Secondary employment outside the professional context is also possible, but this is limited in time.⁵
- c. assurance of a concrete job offer by the employer for employment as a recognised skilled worker starting from the successful completion of the recognition procedure.
- d. declaration by the foreign skilled worker, to be submitted already in the pre-consent procedure, that he or she will carry out the procedure to establish the equivalence of his or her foreign professional qualification and to obtain a licence to practise the profession after entering the country at the competent recognition authority. This is to avoid abuse through mere professional activity and to ensure that the recognition procedure is carried out.

Residence permit in Germany

Before the expiry of the entry visa, the foreign skilled worker must apply for a residence permit at the competent immigration office at the place of residence in Germany.

The Immigration Office examines the granting of the residence title on the basis of the evidence of the actual implementation of the recognition procedure or the procedure for the granting of the professional practice permit in the case of regulated professions and the commencement of employment.

The proof can be provided by suitable written documents, e.g.

⁴ For example, work as a care assistant (without a regulated qualification) for the intended later work as a registered nurse. In the case of the intended activity, the Federal Employment Agency examines in particular the close professional connection and whether the customary local working conditions are complied with (section 2 (12b) of the Residence Act).

⁵ Limitation in this case to employment of up to ten hours/week (§ 16d para. 4 sentence 1 and sentence 3 AufenthG)



- Application for recognition or authorisation to practise a profession
- Partial recognition certificate
- Confirmation of participation in a qualification measure by the sponsor
- Proof of employment with in-company qualification content
- Confirmation of examinations taken
- Proof of good prospects of repeating examinations that have not been passed
- Further correspondence with bodies responsible for recognition

If the evidence is available, the skilled worker receives a residence permit limited to one year. If necessary, this can be extended up to two times for one year at a time if the relevant evidence is available for the recognition procedure. If the maximum residence period of three years has expired, this residence title cannot be extended again.

Continued residence after recognition of the foreign professional qualification

Once the foreign skilled worker has successfully completed his or her professional recognition and has obtained the necessary professional licence, he or she can work as a recognised skilled worker. For this purpose, a corresponding new residence title for gainful employment must be applied for at the competent Immigration Office in Germany.



Annex 4: Letter to MoL regarding GIZ participation in the Triple Win program

- To be added -

عقد عمل Arbeitsvertrag

مبرم بين zwischen

Name des Unternehmens اسم الشركة.....

vertreten durch ويمثلها.....

Anschrift (Sitz des Unternehmens) العنوان (مقر الشركة)

.....

.....

.....

Telefon التليفون

E-mail البريد الإلكتروني

.....

التي سيأتي ذكرها في نص العقد باسم "صاحب العمل" genannt "Arbeitgeber" im Folgenden

und وبين

Name, Vorname الاسم الأول اللقب.....

Geburtsdatum تاريخ الميلاد.....

Staatsangehörigkeit الجنسية.....

Familienstand الحالة العائلية

☐ ledig أعزب

☐ verheiratet متزوج

Anschrift im Herkunftsland العنوان في البلد الأصلي

.....

.....

.....

فيما يلي يتعلق باسم "العامل/ العاملة". genannt "Arbeitnehmer/Arbeitnehmerin" im Folgenden

Präambel تمهيد

Der Arbeitgeber beabsichtigt, die Arbeitnehmerin/den Arbeitnehmer in Deutschland in der vom Arbeitgeber betriebenen Einrichtung

يعتزم رب العمل تشغيل العامل/ العاملة في ألمانيا في الشركة التي يديرها صاحب العمل

Name der Einrichtung اسم الشركة

Anschrift العنوان

Betriebsnummer رقم التشغيل

zu beschäftigen.

§ 1 Tätigkeit, Beginn und Dauer des Arbeitsverhältnisses

المادة 1 : طبيعة العمل، بدء علاقة العمل ومدتها

(1) Die Arbeitnehmerin/der Arbeitnehmer wird als

Pflegefachfrau/Pflegefachmann in Anerkennung

beschäftigt.

(1) سيتم تشغيل العاملة/ العامل في وظيفة أخصائية/ أخصائي تمريض بعد الاعتراف بها/ به.

Der Einsatz als Pflegefachfrau/Pflegefachmann in Anerkennung dient der Qualifizierung zur anschließenden Beschäftigung als anerkannte Pflegefachfrau/anerkannter Pflegefachmann.

Nach Anerkennung durch die zuständige Behörde wird die Arbeitnehmerin/der Arbeitnehmer als **anerkannte Pflegefachfrau/anerkannter Pflegefachmann** beschäftigt. Die Beschäftigung in dieser Tätigkeit erfolgt spätestens beginnend mit dem ersten Tag des Monats, der auf die Änderung der Arbeitserlaubnis nach der Anerkennung folgt.

Die Regelung des Arbeitsverhältnisses als anerkannte Pflegefachfrau/anerkannter Pflegefachmann erfolgt mit gesondertem Vertrag, der von den Parteien nach erfolgreicher Anerkennung geschlossen wird.

تشغيل أخصائية/ أخصائي التمريض بعد الاعتراف به بهدف تأهيلها/ تأهيله لاحقاً لشغل وظيفة أخصائية/ أخصائي تمريض معترف بها/ به.

بعد اعتراف الجهة المختصة بالتخصص، يتم تشغيل العاملة/ العامل كأخصائية/ أخصائي تمريض معترف بها/ به. ويبدأ التشغيل في هذه الوظيفة بعد أقصى في أول يوم في الشهر، الذي يلي تغيير تصريح العمل عقب الاعتراف بالتخصص.

يتم تنظيم علاقة العمل كأخصائية/ أخصائي تمريض معترف بها/ به من خلال عقد مفصل، يبرمه الطرفان بعد نجاح الاعتراف بالتخصص.

(2) Das Arbeitsverhältnis als

(2) علاقة العمل للتشغيل في الوظيفة

Pflegefachfrau/Pflegefachmann in Anerkennung beginnt mit dem Tag der Einreise, voraussichtlich am:

أخصائية/ أخصائي تمريض بعد الاعتراف بالتخصص، تبدأ في يوم دخول البلاد، الذي من المتوقع أن يحل في:

2

Arbeitsvertrag für Jordanische Arbeitnehmerinnen/Arbeitnehmer

عقد عمل للمساهلة الاردنية

Die Arbeitnehmerin/der Arbeitnehmer ist verpflichtet, die Arbeitsleistung frühestens an dem Tag zu erbringen, der auf die Ankunft in Deutschland folgt.

العاملة/ العامل ملزم بأداء العمل المكلف به في أقرب وقت ممكن، أي في اليوم التالي لوصوله إلى ألمانيا.

(3) Die ersten sechs Monate nach Beginn der Arbeitsaufnahme beim Arbeitgeber in Deutschland gelten als Probezeit.

(3) أول ستة أشهر من بدء تولي مهام العمل لدى رب العمل في ألمانيا، تعد بمثابة فترة اختبار.

(4) Die Arbeitnehmerin/der Arbeitnehmer wird hinsichtlich der Arbeitsbedingungen, Vergütung und Arbeitsschutz gleichbehandelt wie vergleichbare deutsche Arbeitnehmerinnen/Arbeitnehmer im Sinne des Allgemeinen Gleichbehandlungsgesetzes (AGG).

Die gesetzlichen Vorschriften sowie die beim Arbeitgeber geltenden tariflichen und betrieblichen Regelungen finden Anwendung, soweit die Regelungen in diesem Vertrag für die Arbeitnehmerin/den Arbeitnehmer nicht günstiger sind.

(4) بخصوص ظروف العمل والأجور والسلامة المهنية، فإن العاملة/ العامل يُعامل بنفس الطريقة التي يُعامل بها العاملون الألمان المماثلون، وذلك من منظور قانون المساواة العام في المعاملة. تنطبق الأحكام واللوائح القانونية، وكذلك القواعد المنظمة لحساب التعريفات وقوانين نظام العمل السارية لدى رب العمل، ما لم تكن اللوائح الواردة في هذا العقد أكثر ملاءمة للعاملة/ العامل.

§ 2 Arbeitszeit

المادة 2- ساعات العمل

Die regelmäßige Arbeitszeit beträgt (ausschließlich der Pausen)

يبلغ وقت العمل المنتظم (باستثناء أوقات الاستراحة)

.....Stunden wöchentlich.

ساعة أسبوعياً.

Für das Arbeitsverhältnis gelten die Regelungen des Arbeitszeitgesetzes, ggf. die genannten tariflichen Bedingungen und Betriebsvereinbarungen. Die Arbeitnehmerin/der Arbeitnehmer ist verpflichtet, Nacht-/Wechselschicht-/Sonn- und Feiertagsarbeit und Überstunden zu leisten, soweit dies gesetzlich zulässig ist.

تنطبق لوائح قانون تحديد ساعات العمل، وأيضاً القواعد المنظمة لحساب التعريفات واتفاقات التشغيل إن وجدت، على علاقة العمل. العاملة/ العامل الذي تلزم بالعمل ليلًا/ بنظام الورديات المتبادلة/ في يوم الأحد وأيام العطلات وملزم أيضاً بأداء ساعات إضافية، في حدود ما يسمح به القانون.

§ 3 Geltung von tariflichen Bestimmungen

المادة 3 سريان لوائح تحديد التعريفات

Für das Arbeitsverhältnis gelten (bitte Zutreffendes ankreuzen)

تنطبق على عقد العمل النقاط التالية (يرجى وضع علامة على الاختيار المناسب)

3

Arbeitsvertrag für Jordanische Arbeitnehmerinnen/Arbeitnehmer

عقد عمل للعمالة الأردنية

☐ keine tariflichen Bestimmungen

لا توجد لوائح معينة لتحديد تعريفة الأجر

☐ die tariflichen Bestimmungen des Tarifvertrages

لوائح تحديد تعريفة الأجر المنصوص عليها في عقد العمل

..... In der jeweils geltenden Fassung.

في النسخة السارية لكل منها.

§ 4 Vergütung

المادة 4 الأجر

(1) Monatliche Grundvergütung brutto

(1) إجمالي الأجر الأساسي الشهري

Die Arbeitnehmerin/der Arbeitnehmer erhält ein monatliches Bruttogehalt (Vollzeit/Teilzeit) von

يبلغ إجمالي الراتب الشهري الذي تتقاضاه العاملة/العامل (نظام الدوام الكلي/الجزئي)

..... € brutto¹,

يورو إجمالاً²

(2) Im Einklang mit den

(2) بما يتوافق مع:

☐ gesetzlichen Bestimmungen

التشريعات القانونية

☐ tariflichen Bestimmungen

لوائح تحديد التعريفة

werden folgende Zuschläge zum Lohn gezahlt für

تضاف إليها الزيادات التالية إلى الأجر:

Mehrarbeit

...%

العمل الإضافي

¹ Das monatliche Bruttogehalt in Vollzeit beträgt ohne Zuschläge mindestens 2.300, 00 € (Mindestanforderung)

² إجمالي الأجر الشهري بنظام الدوام الكلي يبلغ على الأقل 2.300,00 يورو (حد المطالبة الأدنى)

Nachtarbeit	... %	العمل الليلي
Sonn- und Feiertagsarbeit	... %	العمل في أيام الأحد والعطلات
Samstagsarbeit	... %	العمل في يوم السبت
Schichtarbeit	... %	العمل في ورديات
Wechselschicht	... % oder laut tariflicher Festlegung ...% أو بحسب التعريفة المحددة	العمل بالتناوب

(3) Sonderzahlungen

(3) مكافآت خاصة

Darüber hinaus werden folgende Sonderzahlungen geleistet:

.....

بالإضافة إلى ذلك فإنه يتم دفع المكافآت الخاصة التالية:

§ 5 Reisekosten und Unterkunft

المادة 5 مصاريف الانتقال والسكن

Der Arbeitgeber verpflichtet sich,

- die angemessenen Reisekosten der Arbeitnehmerin/des Arbeitnehmers vom Abreiseort im Herkunftsland bis zum Einsatzort in Deutschland gegen Vorlage entsprechender Nachweise zu tragen (Reisebus oder Economy-Flug nach Deutschland und Abholung am Anreiseort durch den Arbeitgeber oder Nutzung öffentlicher Verkehrsmittel). Soweit die Arbeitnehmerin/der Arbeitnehmer mit den Reisekosten in Vorleistung geht, erstattet der Arbeitgeber die Reisekosten nach Vorlage der Belege.
- eine angemessene Unterkunft für die Arbeitnehmerin/den Arbeitnehmer in Deutschland selbst zu stellen oder eine angemessene Unterkunft zu vermitteln, die spätestens am Tag der Ankunft bereit ist. Einer angemessenen Unterkunft entspricht mindestens ein abschließbares, zu Wohnzwecken nach der jeweils geltenden Bauordnung zugelassenes Einzelzimmer zur alleinigen Nutzung durch die Arbeitnehmerin/den Arbeitnehmer. Zudem sind ggf. Mindestvorgaben zu technischen Standards nach Anhang 4.4 der Arbeitsstättenverordnung zu beachten (Gemeinschaftsunterkünfte).

صاحب العمل ملزم،

- يتحمل مصاريف التنقلات العاملة/ العامل بالتقدير المعقول، تلك التي يتم إنفاقها للانتقال من مكان المغادرة الموطن الأصلي ليصل إلى مكان العمل في ألمانيا، على أن يتم تقديم ما يثبت صرف هذه المبالغ (رحلات الباصات أو طيران اقتصادي إلى

ألمانيا والإحضار إلى مكان الوصول بمعرفة صاحب العمل أو استخدام وسائل النقل العامة). طالما أن العاملة/ العامل يدفع أولاً مصاريف الانتقال، فإن صاحب العمل يقوم بالتعويض عن مصاريف الانتقال بعد تقديم ما يثبت صرف هذه النفقات.

- بأن يقوم بنفسه بتوفير سكن ملائم للعاملة/ للعامل في ألمانيا أو التوسط لإيجاد سكن ملائم يكون جاهزاً للسكنى في موعد أقصاه يوم الوصول، والسكن المناسب هنا يعني أن تتوفر به غرفة بسرير واحد على الأقل يمكن قفلها ومصرح باستخدامها لأغراض السكن وفقاً لقانون البناء الساري، على أن تكون هذه الغرفة مخصصة للاستخدام الفردي من قبل العاملة/ العامل فقط، كما يجب كذلك مراعاة الحد الأدنى من التوجيهات المتعلقة بتطبيق المواصفات الهندسية بحسب المرفق 4.4 من مرسوم تنظيم مواقع العمل (السكن المشترك).

Die voraussichtlichen Kosten der Unterkunft (Miete zuzüglich Nebenkosten) betragen

التكلفة المتوقعة للسكن (الإيجار بالإضافة إلى التكاليف الإضافية) تبلغ

.....€ pro Monat, welche von der Arbeitnehmerin/vom Arbeitnehmer selbst gedeckt werden müssen.

..... يورو شهرياً، وهذه المصاريف يجب أن يتحملها العامل/ العاملة بنفسه.

Für die angebotene Unterkunft wird eine separate Vereinbarung geschlossen.

سيتم إبرام اتفاق منفصل لعرض السكن المطروح.

Es steht der Arbeitnehmerin/dem Arbeitnehmer frei, sich selbst eine Unterkunft außerhalb der angebotenen Unterkunft zu suchen. Die genauen Regelungen zur Unterkunft werden nach Ankunft der Arbeitnehmerin/des Arbeitnehmers in Deutschland getroffen.

للعاملة/ العامل حرية البحث عن سكن بعيداً عن عرض السكن المطروح. سيتم اتخاذ الترتيبات الدقيقة للإقامة والسكنى عقب وصول العاملة/ العامل إلى ألمانيا.

§ 6 Urlaub

المادة 6 الإجازات

Die Arbeitnehmerin/der Arbeitnehmer hat Anspruch auf bezahlten Urlaub nach den gesetzlichen Bestimmungen und den ggf. anzuwendenden tarifvertraglichen Regelungen.

للعاملة/ للعامل الحق في طلب إجازة مدفوعة الأجر طبقاً لما هو وارد في اللوائح القانونية السارية والأحكام واجبة التنفيذ المنصوص عليها في عقد العمل، إن وجدت.

Der jährliche Urlaubsanspruch beträgt ...

تبلغ مدة الإجازة السنوية

Arbeitstage (bezogen auf ...

أيام عمل (ليما يتعلق ب

Arbeitstage/Woche).

أيام العمل / الأسبوع).

§ 7 Beendigung des Arbeitsverhältnisses

6

Arbeitsvertrag für Jordanische ArbeitnehmerInnen/Arbeitnehmer

عقد عمل للعائلة الأردنية

المادة 7 إنهاء علاقة العمل

(1) Das Arbeitsverhältnis ist während der Laufzeit kündbar. Die Kündigung muss schriftlich erfolgen.

(1) يمكن فسخ علاقة العمل أثناء فترة سريانها، على أن يتم إثبات الفسخ كتابيًا.

(2) Während der Probezeit nach §1 kann das Arbeitsverhältnis von der Arbeitnehmerin/dem Arbeitnehmer und vom Arbeitgeber mit einer Frist von zwei Wochen gekündigt werden.

Im Übrigen gelten die gesetzlichen und tariflichen Bestimmungen.

(2) يمكن أثناء فترة الاختبار فسخ علاقة العمل وإنهاؤها حسب المادة 1، سواء من جانب العاملة/العامل أو رب العمل، على أن يكون ذلك مقرولاً بمهلة أسبوعين.

وفيما سوى ذلك يتم تطبيق الأحكام القانونية ولوائح تحديد تعريفة الأجر.

(3) Nach Ablauf der Probezeit kann das Arbeitsverhältnis von jedem Beteiligten nach den gesetzlichen Vorschriften oder anwendbaren tarifvertraglichen Vorgaben gekündigt werden.

(3) بعد انقضاء فترة الاختبار يمكن لكل من طرفي العقد فسخ علاقة العمل وفقاً لما تقتضيه الأحكام القانونية أو لوائح تحديد تعريفة الأجر القابلة للتطبيق.

(4) Das Arbeitsverhältnis kann beendet werden, wenn die berufliche Qualifikation nicht anerkannt wurde, die Anerkennungsprüfung nicht mehr wiederholt werden kann und die zum Zweck der Arbeitsaufnahme erteilte Aufenthaltserlaubnis deshalb nicht mehr erteilt wird.

(4) يمكن إنهاء علاقة العمل، ما لم يتم الاعتراف بشهادة التأهيل المهني، وفي حالة تعذر تكرار فحص التحقق من سريان الاعتراف، وإذا لم يعد من الممكن لهذا السبب مواصلة إصدار تصريح الإقامة الذي يُمنح لغرض القيام بالعمل المعني.

§ 8 Mitwirkung des Arbeitgebers im Anerkennungsverfahren

المادة 8 إسهام صاحب العمل في إجراءات الاعتراف بالتخصص

Der Arbeitgeber verpflichtet sich,

- alle von ihm im Zuge der Anerkennung nach dem Pflegeberufegesetz (PflBG) und der Pflegeberufe-Ausbildungs- und -Prüfungsverordnung (PflAPrV) erforderlichen Mitwirkungshandlungen zu erbringen, sowie erforderliche Bescheinigungen und Nachweise über die von der Arbeitnehmerin/vom Arbeitnehmer ausgeübte Tätigkeit unverzüglich auszustellen.
- die Kosten für den gemäß § 2 Nr. 4 PflBG erforderlichen Sprachkurs und für Dokumente, Beglaubigungen, Übersetzungen, Gebühren, Lehrgänge und Prüfungen zu übernehmen, soweit diese für die Anerkennung der im Ausland erworbenen Qualifikationen nach dem PflBG erforderlich sind.
- das Weisungsrecht in Bezug auf die Art und den zeitlichen Umfang der Arbeitsleistung so auszuüben, dass die Arbeitnehmerin/der Arbeitnehmer an den für die Anerkennung erforderlichen Maßnahmen (Sprachkurs, Anpassungslehrgang bzw. Vorbereitungskurs auf die Kenntnisprüfung und Teilnahme an der Kenntnisprüfung) sinnvoll und in zumutbarer Weise teilnehmen und erforderliche Prüfungen erfolgreich ablegen kann.
- nach erfolgreich abgelegter Anerkennungsprüfung bzw. Kenntnisprüfung bei der Erteilung der geänderten Arbeitserlaubnis mitzuwirken und die im Arbeitserlaubnisverfahren erforderlichen Erklärungen und Bescheinigungen unverzüglich abzugeben.

يلتزم صاحب العمل،

7

Arbeitsvertrag für jordanische Arbeitnehmerinnen/Arbeitnehmer

عقد عمل للعمالة الأردنية

- بتقديم جميع أنشطة التعاون والتفاعل التي يتطلبها في سياق الاعتراف بالتخصص وفقاً لما هو وارد في قانون المهن التمريضية وقانون التدريب والتأهيل لشغل المهن التمريضية، وكذلك الإصدار الفوري للشهادات والأدلة اللازمة التي تثبت ممارسة العاملة/ العامل للنشاط المعني.
- بدفع تكاليف دورة اللغة، التي تمثل ضرورة بالاستناد إلى المادة 2، فقرة 4 من قانون المهن التمريضية، والمستندات اللازمة والتصديقات وأعمال الترجمة، والرسوم، والدورات الدراسية والامتحانات ذات الصلة، بقدر ما تكون هذه الأمور ضرورية وفقاً لقانون المهن التمريضية للاعتراف بالشهادات التأهيلية التي تم الحصول عليها خارج البلاد.
- بممارسة الحق في إصدار التوجيهات اللازمة بخصوص طريقة أداء العمل ونطاقه الزمني، بما يتيح للعاملة/ العامل إمكانية المشاركة في التدابير المطلوبة للاعتراف بالتخصص (دورة اللغة، دورة دراسية لمواصلة المعارف السابقة، أو دورة تحضيرية لاختبار المعرفة والمشاركة في اختبار المعرفة) بشكل مجد ومفيد بطريقة معقولة، وأيضاً بما يتيح إمكانية اجتياز الاختبارات المطلوبة بنجاح.
- بالإسهام في إصدار تصريح العمل المعدل بعد النجاح في اختبار الاعتراف بالتخصص أو اختبار المعرفة، وتقديم كل ما يلزم من إقرارات وشهادات على الفور لإنجاز إجراءات إصدار تصريح العمل.

§ 9 Verschwiegenheitspflicht

المادة 9 التزام الحفاظ على السرية

Die Arbeitnehmerin/der Arbeitnehmer verpflichtet sich, über alle Betriebs- und Geschäftsgeheimnisse des Arbeitgebers Stillschweigen zu bewahren. Die Verpflichtung zur Verschwiegenheit besteht auch nach Ende des Arbeitsverhältnisses fort.

يلتزم العامل/ العاملة بالكتمان والحفاظ على السرية فيما يخص جميع أسرار الشركة والأعمال التابعة لرب العمل. يظل الالتزام بالحفاظ على السرية قائماً حتى بعد انتهاء علاقة العمل.

§ 10 Ergänzende Bestimmungen bei Beendigung des Vertrages

المادة 10 الأحكام التكميلية عند إنهاء عقد العمل

Endet das Vertragsverhältnis vorzeitig aus Gründen, die der Arbeitgeber zu vertreten hat, trägt der Arbeitgeber die ggf. anfallenden, angemessenen Kosten der zeitnahen Rückreise der Arbeitnehmerin/des Arbeitnehmers in ihr/sein Herkunftsland. Bezüglich der Angemessenheit der Reisekosten wird auf die Regelung zu den Reisekosten in § 5 dieses Vertrages verwiesen. Endet das Vertragsverhältnis vorzeitig aus Gründen, die die Arbeitnehmerin/ der Arbeitnehmer zu vertreten hat, trägt diese/dieser diese Kosten selbst.

إذا انتهت العلاقة التعاقدية قبل الوقت المحدد لأسباب يكون صاحب العمل مسؤولاً عنها، فإن عليه تحمل المصاريف بالقدر المناسب والتي قد تنشأ لإعادة العاملة/ العامل إلى وطنه بشكل عاجل، وفيما يتعلق بتحديد ما إذا كانت مصاريف الانتقال والمصاريف مناسبة، فإن يُشار إلى القواعد الخاصة بتكاليف الانتقال الواردة في المادة الرابعة 5 من هذا العقد. أما إذا انتهت العلاقة التعاقدية قبل الوقت المحدد لأسباب يكون العامل/ العاملة مسؤولاً عنها، يكون عليه تحمل هذه التكاليف بنفسه.

§ 11 Änderungen dieses Vertrages

المادة 11 تعديلات على هذا العقد

(1) Änderungen und/oder Ergänzungen des Arbeitsvertrages bedürfen der Schriftform. Das Schriftformerfordernis gilt nicht für individuelle vertragliche Abreden zwischen Arbeitgeber und Arbeitnehmer zur Abänderung und/oder Ergänzung des Arbeitsvertrages.

(1) أي تغييرات و/أو إضافات يتم إدخالها على عقد العمل تتطلب لاعتمادها أن تُثبت في صورة مكتوبة، الأمر الذي لا ينطبق على الاتفاقات التعاقدية الفردية بين صاحب العمل والعمال بخصوص تغيير و/أو إكمال عقد العمل.

(2) Die Parteien sind sich darüber einig, dass die Vereinbarung von Rückzahlungs- und Bindungsklauseln (Betriebstreue-Klauseln) durch den Arbeitgeber ausgeschlossen sein soll.

(2) يتفق الطرفان على أن صاحب العمل يجب عليه استبعاد الاتفاق على شروط الرد والشروط الملزمة (شروط الولاء المهني).

Ort, Datum المكان، التاريخ

Ort, Datum المكان، التاريخ

Name der gesetzlichen Vertreterin/
des gesetzlichen Vertreters
des Arbeitgebers in Druckbuchstaben

Name der Arbeitnehmerin/des
Arbeitnehmers
in Druckbuchstaben

اسم الممثل القانوني لصاحب العمل بحروف منفصلة

اسم العاملة / العامل بحروف منفصلة

Unterschrift der gesetzlichen Vertreterin/
des gesetzlichen Vertreters
des Arbeitgebers

Unterschrift der Arbeitnehmerin/
des Arbeitnehmers

Kenntnis genommen:

توقيع العاملة / العامل

توقيع الممثل القانوني لصاحب العمل بحروف منفصلة

محاط علما به:

Ort, Datum المكان، التاريخ

Name der Vertreterin/des Vertreters der
Partnerorganisation in Druckbuchstaben
اسم ممثل المنظمة الشريكة بحروف منفصلة

Unterschrift Vertreterin/Vertreter der Partnerorganisation

توقيع ممثل المنظمة الشريكة

giz Postfach 5180 • 65726 Eschborn • Deutschland

Ministry of Labour (MoL) of the
Hashemite Kingdom of Jordan
represented by the Minister of Labour
Seventh Circle / Issa Al-Naouri Street
Amman
Jordan

German Development Cooperation
Eschborn

Dag-Hammarskjöld-Weg 1 - 5
65760 Eschborn, Deutschland
T +49 6196 79-3494
F +49 6196 7980-3494
sonja.elves-luciano@giz.de

7th April 2022

Subject: Rolle of GIZ in the Triple Win process in Jordan

Dear Sir or Madam,

We are very pleased about the intended signing of the Placement Agreement by the Ministry of Labour (MoL) of the Hashemite Kingdom of Jordan, represented by the Minister of Labour, located in Seventh Circle, Issa Al-Naouri Street, Amman, Jordan and the Federal Employment Agency (Bundesagentur für Arbeit - BA), located in Nuremberg, Regensburger Straße 104, 90478, Germany.

Regarding GIZ's assumption of further tasks for the preparation of nurses before leaving for Germany in the Triple Win project, the following points should be noted:

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is Germany's leading service provider in the field of international cooperation. GIZ is wholly owned by the Federal Government of Germany. The GIZ cooperates with the BA in the Triple Win Programme for the recruitment of Health Professionals from abroad. In the partner country, GIZ shapes the framework conditions for the labour migration of skilled workers and supports activities in the context of labour migration that are conducive to development.

Referring to the Guidelines for the implementation on deployment and acceptance of Jordanian Health Professionals of prospective May 09th, 2022 the parties agree that in addition to the tasks mentioned in the Guidelines the GIZ shall support the recruitment process as follows:

1. Support and monitor job advertisements and shortlisting of applicants in Jordan.
2. Facilitate the preparation of documents needed for the candidates to work in the Federal Republic of Germany, including passport.
3. Check the authenticity of the documents based on local preliminary checks.

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

GIZ der Gesellschaft Bonn und Eschborn

Friedrich-Ebert-Allee 32 + 36
53113 Bonn, Deutschland
T +49 228 4460-0
F +49 228 4460-1766

Dag-Hammarskjöld-Weg 1 - 5
65760 Eschborn, Deutschland
T +49 6196 79-0
F +49 6196 79-1116

E info@giz.de
I www.giz.de

Amtsgericht Bonn
Eintragungs-Nr. HRB 18384
Amtsgericht Frankfurt am Main
Eintragungs-Nr. HRB 12304
USt-IdNr. DE 113891176
Steuer Nummer 040 260 66973

Vorsitzender des Aufsichtsrats
Glaukssekretär Jochen Fiasbarth

Vorstand
Tanja Gönner (Vorsandssprecherin)
Ingrid-Gabriele Hoven
Thorsten Schäfer-Kimble

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADE33XXX
IBAN: DE44 6004 0000 0568 9555 00

page 2/2; 7th April 2022

4. Organize the interviews, language courses and a preparatory technical course in Jordan.
5. Notify the applicants of the results regarding the Project participation; Preparation of a waiting list; Organisation of the follow-up procedure.
6. Assist the candidate with visa and recognition applications and travel arrangements.
7. Advise the employer and the worker regarding additional job-related language training and the recognition process.
8. Provide integration support for employers and workers in Germany:
 - Provide a welcome kit to the employer and the nursing professional.
 - Carry out an integration workshop with the employer on themes of integration, recognition and onboarding.

It is the mutual understanding of the Parties that none of the support provided by GIZ as stipulated in this letter shall constitute taxable business activities in Jordan.

We hope that this letter will satisfactorily clarify GIZ's role in the Triple Win process in Jordan. If you have any further questions or comments, please do not hesitate to contact us. We are extremely looking forward to the future cooperation and will remain,

With kind regards,

Sincerely

Head of Labour Migration/
Global Skills Partnerships
giz International Services

Project Manager Triple Win
giz International Services