



**Bundesagentur
für Arbeit**



Agreement

between

**the Federal Employment Agency of Germany (Bundesagentur für
Arbeit)**

and

**Norka Roots, Thycaud, Thiruvananthapuram under the Department
of NORKA, Government of Kerala, India**

on

**the Placement of Health Professionals from the State of Kerala/India
in Employment as Registered General Nurse in the Federal Republic
of Germany**

The Norka Roots, Thycaud, Thiruvananthapuram under the Department of NORKA,
Government of Kerala, India represented by the Chief Executive Officer, Norka Roots

and

the Federal Employment Agency of Germany (Bundesagentur für Arbeit), represented by its
Executive Board represented in turn by the Managing Director International Affairs,

both hereinafter referred to as "the Parties",

have agreed to the following:

Introduction

The aim of this agreement is to integrate qualified health professionals from the Indian State
of Kerala into employment as a registered general nurse in Germany. In particular, it may also
include prior or simultaneous participation in a skills development programme.

This placement agreement is based on the idea of fair migration. This means that it gives
appropriate consideration to the interests of the people of Germany, the people of India and
the migrants themselves. The labour-market interests of both countries shall be taken into
account in the placement.



The Parties to this agreement shall comply with the international principles for the ethical recruitment of skilled workers when implementing this agreement.

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

The Parties agree that the provisions of this agreement and its annexes do not apply to the recruitment of Indian Health Professionals by employers who recruit directly or via private service providers and private recruitment agencies.

1. Definitions

Definitions for the purpose of this agreement:

- a) **Applicant** is an Indian national from the State of Kerala who is a qualified nurse with a proven of Indian Registration Certificate, and intends to work in the Federal Republic of Germany under this agreement;
- b) **Candidate** is an applicant who has passed the selection process;
- c) **Worker** is a candidate who has satisfied the requirements to work in the Federal Republic of Germany and has signed an employment contract;
- d) **Employer** is either a hospital or a care facility for the elderly in Germany;
- e) The **Bundesagentur für Arbeit** (Federal Employment Agency of Germany – hereinafter referred to as "BA") is the authority responsible for providing unemployment insurance, job placement and labour market administration in Germany and is subject to the supervision of the Federal Ministry of Labour and Social Affairs (BMAS). In the international context the BA and its International and Specialized Placement Service Section (ZAV) offers information, consulting and job placement services for qualified international jobseekers. The BA is authorised by German Law to conclude bilateral administrative agreements to promote labour market orientated, fair migration with partner authorities of other states;
- f) 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;
- g) **Norka Roots** established in 2002 is a registered Government company under the Government of Kerala, State India. It is a nodal agency for all matters to Non-Resident Indian Citizens of Kerala origin. Besides, it is an authorized manpower recruiting agency bearing License No. 549/KER/COM/1000+/05/8760/2011 from the Ministry of External Affairs, Government of India. Norka Roots provides free employability and skill training to job seekers to match them with current job market.



- h) **Employment contract** is a contract between the Indian worker and the employer;
- i) **Professional licence** is a licence that must be obtained to work in regulated professions in Germany;
- j) **Reference occupation** is a description of a German professional title that will be used as reference to assess the equivalence of international qualification against German qualification during the recognition procedure;
- k) **Reference qualification** is a German diploma which is used to determine the equivalence of a corresponding international professional diploma;
- l) **Residence permit** is a residence title that entitles people from abroad to enter and reside in Germany. The residence title may also be granted in the form of a visa.

2. Selection of applicants

The applicants shall be selected by the Parties to this agreement using a mutually agreed process¹. The process is stipulated in annex 1, which also defines the obligations of the Parties within the process.

Employers may also participate in the selection of the applicants put forward. In this context, the criteria listed in annex 1 shall apply, which have been defined in consideration of the applicable provisions of residence law in the Federal Republic of Germany and the needs of the labour market. Annex 1 shall apply subject to any national legal changes. Provisions of residence law going beyond this are not checked by the BA.

Applicants shall submit suitable documents as evidence that they hold the qualification and that they have any language skills required as defined in annex 1. Norka Roots shall be responsible for checking the authenticity of the documents.

3. Placement of applicants

In accordance with Clauses 4 and 5 below, the BA shall place the selected applicants in a job in the healthcare and long-term care sector in Germany, for which the employment conditions are not less favourable than those for comparable local workers. The placement process together with the selection process is described in annex 1.

In cases where employment relationships, though no fault of the worker, are not established or end prematurely after the worker has entered Germany, the BA shall seek to place the worker in a suitable new job. If this placement is also unsuccessful and if changing on the basis

¹ The applicant selection process is established in consultation with the Norka Roots. The professional qualifications and language skills required depend on Kerala/India and the German reference qualification (Pflegefachfrau/-mann).



of the worker's stay is not possible either, the legal consequence is the termination of the applicant's residence.

If a worker who has been placed in employment does not enter Germany, Norka Roots shall endeavour to find an equivalent applicant as a replacement.

4. Process for the assessment of equivalence of the foreign professional qualification and for the issuing of a professional licence.

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

The BA, with the involvement of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in the Federal Republic of Germany, shall advise and support the worker in the process for the assessment of equivalence and for the issuing of a professional licence, which is defined in annex 2² [including provisions on the allocation of costs].

5. Employment during the process for the assessment of equivalence of the foreign professional qualification and for the issuing of a professional licence

The workers shall be first placed in employment as a "nursing assistant" (without a regulated degree) in Germany and, subsequently in employment as "Pflegefachfrau/-mann". The employment as nursing assistant is carried out until the equivalence of the professional qualification has been recognised and until a professional licence has been issued.

Employment during the aforementioned process may not adversely affect the aim of obtaining recognition of equivalence and the issuing of a professional licence.

If full recognition of equivalence is not obtained and the professional licence is not issued within three years, workers recruited under this placement agreement cannot subsequently work as a registered general nurse and the legal consequences is the termination of the individual's residence in Germany.

For the employment in Germany a residence permit is required. A prerequisite for the residence permit is the granting of the labour market admission by the BA. The process for carrying out the labour market admission procedure is described in annex 3.

² The annex will regulate the necessary process for obtaining recognition of the professional qualification. The process depends on the German reference qualification and can only be defined once this has been determined. The BA will continue to monitor and support the process in Germany in order to ensure that recognition is actually obtained.



There will be a standard employment contract to be used for the placement of health professionals under this cooperation framework. The standard employment contract can be found in English and German in annex 4. The employment contract shall stipulate the rights and obligations of the worker and the employer.

The Parties agree that the standard employment contract may be revised / adjusted to changes, e.g. due to changes in German Labour Law. Any changes of the standard employment contract shall be agreed by the Parties in writing and annex 4 will be replaced accordingly.

6. Employment as a skilled worker

Workers who have successfully obtained the full recognition of the foreign qualification in Germany and the professional licence as a registered general nurse shall obtain a residence permit for employment as a skilled worker.

7. Integration and language training in the Federal Republic of Germany

The BA shall provide the 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 services by the Working and Living in Germany Hotline as well as counselling services in Germany, such as the federally funded counselling services offered by the general Migration Advisory Service for Adult Immigrants (MBE), the Commissioner for Integration, counselling programmes run by the Länder (federal states), and the "Fair Integration" counselling centres when it comes to information on labour law. Publicly funded language training is possible in the Federal Republic of Germany within the applicable legal framework.

8. Exclusion

The Parties to this agreement each reserve the right to exclude applicants and employers, who do not comply with the provisions of this agreement. The Parties will regularly monitor compliance with the provisions.

9. Cooperation

The Parties to this agreement shall cooperate in the interests of optimal implementation and share their experiences with the aim of improving and simplifying the procedures.



Each Party will designate a contact point for implementation of this placement agreement and ensuring the communication between the Parties. The details of the contact point and any change of such contact point will be communicated in writing.

The Parties will establish a joint committee to discuss, monitor and reflect on the implementation of cooperation activities conducted under this agreement. The joint committee will meet regularly on a time and date decided by the Parties.

Both Parties harmonize their public relations work as well as possible press announcements consensually regarding to this cooperation.

10. Cost coverage

The Parties will cover their own **administrative costs** for any necessary measures to coordinate the implementation of the placement agreement such as working meetings and visits (travel expenses and accommodation at the place of the meeting).

The Parties' **operative costs** arising from implementation of the selection and placement process under this placement agreement will be covered as described in Annex 5 Cost Structure. A service charge per worker, who takes up employment in Germany, will cover the operative costs of Norka Roots (i.e. for the administrative and preparation process or the organisation of the interviews) as also described in Annex 5. This service charge will be covered by GLZ and refunded by the German employer.

Neither Party may request the other Party to reimburse costs or expenses unless expressly regulated in an Annex to this agreement or in a separate agreement.

11. Exemption from Placement Fees

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

Applicants shall not be placed with employers who include so-called company loyalty agreements with repayment clauses in the employment contract or corresponding supplementary contract, which oblige applicants 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).

12. Anti-corruption clause

The Parties affirm that they will not accept any advantages from third parties, especially from potential employers or applicants or their family members, or from private service providers or

placement services, for performing the tasks set out in this agreement. This also includes, in the framework of the placement process, a ban on

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

13. Anti-discrimination clause

During the selection and placement process, applicants may not be subjected to preferential or discriminatory treatment on racist grounds or on the basis of nationality, gender, sexual identity, social background or status, disability, or religious, philosophical or political belief.

14. Data protection clause

Insofar as personal data is transmitted on the basis of this agreement in accordance with national law, 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 data subject 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 interest of the data subject in receiving the information. Otherwise, the right of the data subject to receive information about the 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 for 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.

15. Period of validity and termination

This agreement shall be valid upon the date of its mutual execution of this agreement and shall be concluded until the 29th September 2026. It may be extended by mutual understanding of the Parties. If the agreement is not extended, it will expire at the 29th September 2026 without the need for termination.

For the duration of the agreement, either party may terminate the agreement in writing without stating reasons, by the 30th of September with effect from the 31st of December of a calendar year. In such case, interest of the beneficiaries of this agreement who are already in the placement process or already working in Germany by that time shall not be affected.

Either party shall be entitled to terminate the agreement without notice on serious grounds.

Any of the following, in particular, shall constitute a serious ground:

- a) Applicants being charged fees by the BA, Employers, Placement Service Providers for placement in employment in the Federal Republic of Germany
- b) Infringement of Paragraph No. 12 of this agreement by the BA or Norka Roots
- c) A change in the underlying national law.

16. Final provisions

Dispute or difference relating to interpretation or implementation of this agreement shall be resolved amicably through negotiation and consultation.

This agreement may be amended with the mutual written consent of the Parties.

In case of inconsistency between any of the annexes and this agreement, provisions of this Agreement shall prevail.



Signed in Thiruvananthapuram, India on the 2nd of December 2021 in two originals, one in German and one in English. Each party shall receive a copy in German and a copy in English.

The Parties agree that, in case of inconsistencies, the English version of the agreement shall prevail.

Federal Employment Agency

Norka Roots

Managing Director International Affairs

Chief Executive Officer

Annexes to the Agreement

- Annex 1: Selection and Placement Process
- Annex 2: Implementation of the Process for the Assessment of Equivalence of the Foreign Professional Qualifications and for the Issuing of the Professional Licence
- Annex 3: Implementation of the Labour Market Admission Procedure
- Annex 4: Standard Employment Contract
- Annex 5: Cost Structure